has never been charged with any Inſtance of Infidelity to the Nabob Meer Jaffier, the conſtant Tenor of whoſe Politics, from his firſt Acceſſion to the Nizamut 'till his Death, correſponded in all Points ſo exactly with the Artifices which were detected in his Miniſter, that they may be as fairly aſcribed to the one as to the other; their immediate Object was, beyond Queſtion, the Aggrandizement of the former, though the latter had ultimately an equal Intereſt in their Succeſs. The Opinion which the Nabob himſelf entertained of the Services and of the Fidelity of Nundcomar, evidently appeared in the diſtinguiſhed Marks which he continued to ſhew him of his Favour and Confidence to the lateſt Hour of his Life.

" His Conduct in the ſucceeding Adminiſtration appears not only to have been dictated by the ſame Principles, but, if we may be allowed to ſpeak favourably of any Meaſures which oppoſed the Views of our own Government, and aimed at the Support of an adverſe Intereſt, ſurely it was not only not culpable, but even praiſe-worthy. He endeavoured, as appears by the Abſtracts before us, to give Conſequence to his Maſter, and to pave the Way to his Independence, by obtaining a Firmaun from the King for his Appointment to the Subahſhip; and he oppoſed the Promotion of Mahomed Reza Cawn, becauſe he looked upon it as a Superceſſion of the Rights and Authority of the Nabob. He is now an abſolute Dependant and Subject of the Company, on whoſe Favour he muſt reſt all his Hopes of future Advancement.

" But whatever may have been the Conduct of Rajah Nundcomar in a different Station, and on former Occaſions, the Preſident cannot form an Idea of any Danger, to which the Company's Intereſts can be expoſed, by his Influence with his Son in the Office which is now propoſed for the latter. No Situation of our Affairs could enable the Nabob, or any Perſon connected with him, to avail himſelf, by any immediate or ſudden Act, of the ſlender Means which he has left to infringe our Power or enlarge his own; he has neither a military Force, Authority in the Country, foreign Connections, nor a Treaſury. A Deſign of ſuch a Nature (if ever practicable) can only take Effect by a long Train of concerted Events, and muſt be the uninterrupted Work of Years; but as it has been repeatedly remarked, the Father having no Truſt or Authority, nor the Son Abilities equal to ſo great an Enterprize, the ſlighteſt Suſpicion will be ſufficient to remove the former, and fruſtrate every Hope of the Kind for ever.

" With reſpect to any other Perſon who may be nominated for this Charge, the Preſident declares, that he has fixed his Choice upon Rajah Goordaſs, from the thorough Conviction that no other will be found equally qualified to anſwer the particular Purpoſes of that Appointment.

" To conclude.—At a different Seaſon, and under other Circumſtances, the Preſident would acquieſce in the Arguments which have been urged againſt his Recommendation. He ſhould be very ſorry to ſee Nundcomar become the Miniſter of a rival Power, becauſe of his Abilities; he thinks they may be moſt uſefully employed in the Service of our own Government.

Warren Haſtings."

To ſhew that Mr. Haſtings, for the firſt Time, began to attack the Character of Nundcomar, when he firſt apprehended that Nundcomar would make a Charge againſt him,

The Witneſs produced a Duplicate of a Letter from the Preſident to the Secret Committee of the Honourable the Court of Directors for the Affairs of the Honourable United Eaſt India Company.

Read the ſame, as follows.

" Fort William, the 24th March, 1774.

" Gentlemen,

" Although the Proceedings of the Board contain, very minutely recorded, all the Meaſures which were taken for proſecuting the Enquiry into the Conduct of Mahmud Rizza Cawn, and my own Sentiments, both in the Courſe and Iſſue of it, are therein inſerted at large; yet, as I was originally honoured with your eſpecial Commands for conducting this intricate Buſineſs, I conceive it to be in ſome Meaſure incumbent upon me to addreſs you on its Concluſion, that I may account for any apparent Deficiency, by ſtating the Difficulties which I have had to encounter in the Diſcharge of it. I will ſpeak firſt of that Charge which was more particularly the Object of your Attention and of our Enquiry, I mean the Monopoly of Grain.

" You will be pleaſed to recollect that the Charge was general, without any Specification of Time, Places, or Perſons. I had neither Witneſſes, nor Vouchers, nor Materials of any Sort to begin with; for theſe I relied chiefly on the Abilities, Obſervation, and active Malignity of Mah Rajah Nundcomar; but not reſting wholely on his Aid, I took ſuch other Precautions as were moſt likely to produce Informations againſt Mahmud Rizza Cawn, if his Conduct had really merited that Return from the People of this Country. In Concurrence with the Committee of Circuit at Coſſimbuzar, and with the Council here, I publiſhed Advertiſements, inviting all Perſons to give Information againſt ſuch as had contributed to the Diſtreſſes of the Country, in the Time of the Famine, by the Monopoly of Grain, or any other unfair Practice on the Wants and Neceſſities of the People. I allowed all who had any Thing to offer on theſe Subjects to have Acceſs to me; and although I never had much Time to ſpare, I patiently beſtowed many Hours,

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and even Days of it, in liſtening to the multiplied but indefinite Suggeſtions of Nundcomar: in a Word, I omitted no Means, which were conſiſtent with my Character, to bring the Truth of this Accuſation to Light.

" In the Courſe of the Enquiry I proceeded with the moſt rigid Impartiality, not ſuffering, I can ſafely ſay, the ſmalleſt Biaſs to incline me. You will ſee with what Materials I was furniſhed; I am ſorry to ſay, that ſome were collected with ſo little Decency and Regard to Truth, as to make me apprehenſive of the Effects which they might have produced on my Character, from the Countenance which I afforded to the principal Agent in the Proſecution, had I not in my own immediate Conduct invariably adhered to the ſtricteſt Rule of Juſtice. My Judgement was formed with the ſame Temper of Mind; and I continue in the Perſuaſion, that it will be found perfectly conſiſtent with the Evidence before me, which coſt me much Labour and Attention, in the Midſt of continued Interruption, to collect from the Records of near Thirty different Examinations.

" I informed Rajah Huzzoorymul with the Reference which you had been pleaſed to direct me to make to him for the Facts on which his Information, a Copy of which I received in your Commands by the Lapwing, was grounded. He came ſeveral Times to me, with the expreſs Purpoſe and Promiſe of entering into a full Communication of the Subject, and brought with him an old and reſpectable Merchant of this City, ſince deceaſed, who he ſaid was equally apprized of theſe Circumſtances with himſelf, to aid him in his Informations; but after much timid Heſitation, mutual Reference, and Procraſtination, they both at length declined it, nor could I ever obtain the ſmalleſt Intelligence from either. I ſhould be ſorry if this Report were to give you an unfavourable Opinion of Rajah Huzzoorymul; I can truly affirm I know not a Man of a more guarded Conduct, or a more conſcientious Integrity. Either the Fear of the Conſequences affecting his Character reſtrained him from avowing what he knew, or, which I think more likely, he was miſled by the Clamours of the People in the Information which he originally gave to Mr. Gregory.

" With reſpect to the Accounts of the Nizamut, and the Balance ſaid to be due from Mahmud Rizza Cawn for the Collections made by him at Dacca, during the Lifetime of Jaffier Ally Cawn, it was certainly more in the Power of Nundcomar than of any other Perſon to furniſh me with the fulleſt and moſt authentick State of both. Beſides an official and practical Knowledge which he had of the Nature of the former, of which at one Time he had the entire Management, he had at this Time the Command of all the Accounts of the Nizamut through the Means of his Son Raja Goordaſs, who is the Dewan of that Office.

" He poſſeſſed the entire Confidence of the Nabob Meer Jaffier at the Time in which Mahmud Rizza Cawn was employed as Agent for the Dacca Collections, and had actually entered into a Scrutiny of his Conduct during the Life of that Nabob, which Scrutiny produced the Balance now appearing againſt him.

" All the Accounts on theſe Heads which I have ever received from Maha Raja Nundcomar ſtand upon Record, and they are ſuch as appear more calculated to acquit Mahmud Rizza Cawn than eſtabliſh any Proofs againſt him. Indeed he has lately offered to furniſh me with very minute Accounts of the Dacca Collections during the Period of Mahmud Rizza Cawn's Agency; but theſe were not put into my Hands until the Enquiry was cloſed, although he had taken other indirect Means, I know not why, to bring them to the Notice of the Board; and as to the Nizamut Accounts, although I have uſed every Means, for upwards of Ten Months paſt, both with him and his Son, which could operate either on their Hopes or Fears, to obtain them, they were not delivered till the latter End of January laſt, accompanied with the Promiſe of a ſeparate Proof of Embezzlement in the Article of Exchange, which, after freſh Importunity both from myſelf and from the Board, was tranſmitted ſo late, that they arrived only on the 10th of January; nor did theſe, more than any other Paper furniſhed by Nundcomar, afford any Thing like Proofs, but only reiterated Charge, without One Voucher, or the leaſt Aid that might direct us to one.

" I am at a loſs to diſcover the ſecret Spring which governs the myſterious Conduct of this Man, as I am certain he is impelled by nothing leſs than a Deſire to favour Mahmud Rizza Cawn. It might ſuit well with his private Views to procraſtinate the Iſſue of the Enquiry, although it would be little conſiſtent with the Credit or Juſtice of your Adminiſtration to prolong it to a further Period, Two Years having been already conſumed in bringing it to a Cloſe on our Proceedings. Many Attempts indeed were made by Nundcomar, both in the Courſe of this Affair, and in the Examination of Mah Rajah Shitabroy, to obtain a formal Commiſſion for making a perſonal and local Inquiſition into the Accounts of the Collections depending on both. This I diſapproved; knowing that ſuch a Power might be converted, and believing that in his Hands it would be converted, to Purpoſes very detrimental to the Revenue, and oppreſſive to the People: It was propoſed to the Board, and by them peremptorily refuſed.

" Notwithſtanding the Conſciouſneſs which I poſſeſs of my own Integrity, and the Certainty that my Conduct throughout this ungrateful Buſineſs will, on the moſt rigid Scrutiny, do me Credit, yet I am not without my Fears. I am aware of the violent Prejudices which were taken up at once againſt Mahmud Rizza Cawn by all Ranks of People both here and at Home; I am alſo aware, that in England, where the very Name of Enquiry into the paſt Management of Affairs in India flatters the Paſſion of the Times, and raiſes Expectations of great and important Detections, the Reſult may balk thoſe Expectations, and turn the Torrent of public Clamour another

Way. In many of the private Letters which I received from my Friends in England, I was warned to act with the greateſt Caution in this Enquiry, as the Confirmation of my Credit with the Public, and, forgive me for adding, with your Honourable Court, depended upon it.

" The Magnitude of the Charges alledged againſt Mahmud Rizza Cawn, his reputed Wealth, the Means which that afforded him both of ſuppreſſing Evidence, and even of influencing his Judges in his Favour, and the natural Concluſion deducible from ſo many exaggerated Accuſations, that ſome Part of them at leaſt was true, gave additional Force to theſe Cautionary Intimations, and made me fear for the Conſequences; not only as they might affect my Reputation, which it has been the Study of my Life to maintain unblemiſhed, but as they might blaſt all my Hopes from the Continuation of your Favour, which I hold ſolely on the Credit of my Integrity.

" It is poſſible that, on a Review of the Proceedings, you may find ſome critical Circumſtances diſregarded, ſome Facts of Conſequence not ſufficiently traced through all their Connexions or dependent Events, by which the Truth might have been more ſucceſsfully followed. I can only ſay, that I have never quitted this Proſecution but for Affairs of greater Moment; and although I ever bear the moſt reſpectful Deference for your Commands, and have never ſuffered my Zeal to ſlacken in their Execution, yet I muſt candidly own, that I never gave up a Portion of my Time to this Buſineſs, without feeling a painful Regret that ſo much of it was loſt to the Care of your real Intereſts; and how much I have beſtowed of it on that, your Records, in the various Departments over which I preſide, will abundantly teſtify.

" I muſt declare that I have another Motive for my Fears; the dark and deceitful Character of Nundcomar, whoſe Gratitude no Kindneſs can bind, nor even his own Intereſt diſengage him from the crooked Politicks which have been the Study and Practice of his whole Life. Of this I have had many very extraordinary Proofs; I ſhall inſtance only Two, as moſt expreſſive of his ruling Character.

" Before my Departure from Fort St. George, when my Appointment to this Preſidency was known, a Meſſenger, expreſsly deputed from Munny Begum, came to me there with Letters, entreating my Protection, in the moſt earneſt Terms, both for her Houſe and for the People of Bengal, againſt the Tyranny of Mahmud Rizza Cawn, and referring me for further Information to Mah Raja Nundcomar, from whom I received ſimilar Addreſſes on the ſame Subject. The Begum has ſince ſolemnly diſowned her having ever written ſuch Letters, or authoriſed ſuch a Commiſſion.

" A very ſhort Time after the Elevation of his Son to the high Office which he now poſſeſſes as Dewan to the Nabob, Nundcomar ſent Draughts of Letters to the Begum, which he recommended to her to write to me, enumerating the many Encroachments which had been made by the Engliſh Government on the Rights of the Nizamut, and reclaiming them for the Behalf of the Nabob. Copies of theſe Draughts, communicated to me by the Reſident, Mr. Middleton, and by other Channels, are actually in my Poſſeſſion.

" I truſt to his own Genius to furniſh you with nearer Proofs in the Repreſentations which he has already made, or which he may at this Time convey to your Knowledge.

" My Experience of his Character has never altered my Behaviour to him, but in ſuch Inſtances only, and ſuch have occurred, as required it for the publick Tranquillity. I have ſupported the Authority of Rajah Goordaſs, even in Oppoſition to the Begum, becauſe it was conſiſtent with the Credit and Sanity of your Adminiſtration, that the Syſtem which it had been thought proper, on well-conſidered Grounds, to appoint, ſhould be ſteadily ſupported.

" I have alſo, in many little Inſtances, by my Countenance, aſſiſted the perſonal Influence of Maha Raja Nundcomar, and I have endeavoured to turn both his good and bad Qualities to Account for the Advantage of the Honourable Company, in ſuch Occaſions as could admit of the Application of either; but I muſt ſay, that I have been diſappointed in all my paſt Expectations from him, and do not promiſe myſelf much Benefit from his Abilities in Time to come, as the Scene on which he had the faireſt Opportunity of diſplaying them is now cloſed.

" Whatever your Reſolution may be concerning the future Fate of Mahmud Rizza Cawn, it is my Duty, although I believe it unneceſſary, to repreſent, that whatever Reparation you may think due for his paſt Sufferings, the Reſtoration of any Part of the Power which he before poſſeſſed will inevitably tend to the Injury of the Company's Affairs, and the Diminution of your Influence and Authority.

" There can be but One Government and one Power in this Province. Even the Pretenſions of the Nabob may prove a Source of great Embarraſſment, when he is of Age to claim his Releaſe from the preſent State of Pupilage, which prevents his aſſerting them.

" I have the Honour to be,
Gentlemen,
Your moſt obedient and
moſt faithful Servant,
Warren Haſtings."

The Managers for the Commons ſtated, that they would next produce a Charge made by the Rajah Nundcomar againſt the Defendant, of his receiving Three Lacks and an Half for the Appointment of Munny Begum to be Guardian to the Nabob.

Read, from Book 9, already delivered in, the following Extract of a Conſultation of the 11th March 1775, beginning at Page 1331 of the ſame Book.

“ Fort William, the 11th March 1775.

Secret Dep. Saturday.

“ At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Lieutenant General John Clavering,
The Honourable George Monſon,
Philip Francis Eſquire.
Mr. Barwell indiſpoſed.

§ (“ Read and approved the Conſultation of the 8th inſtant.

Mr. Francis brings a Letter from Nundcomar accuſing the Governor.

“ Mr. Francis begs Leave to inform the Board, that he this Morning received a Viſit from Rajah Nundcomar, in which the Rajah delivered to him a Letter addreſſed to the Governor and Council, and demanded of him, as a Duty belonging to his Office, as a Councillor of this State, to lay it before the Board.—Mr. Francis conceiving that he could not, conſiſtently with his Duty, refuſe ſuch a Letter at the Inſtance of a Perſon of the Raja's Rank, did accordingly receive it, and now lays it before the Board, declaring, at the ſame Time, that he is unacquainted with the Contents of it.—Mr. Francis further begs Leave to obſerve, that he received this Letter publickly in the Preſence of a conſiderable Number of Perſons, and that the Rajah's verbal Requeſt was interpreted to him by Three different Perſons.

“ (Signed) P. Francis.

“ Opened and read the Letter from Mah Rajah Nundcomar delivered in by Mr. Francis, which is as follows:

“ To the Honourable Warren Haſtings Eſquire, Preſident and Governor, &c.
“ Superior Council of Fort William.

“ Honourable Sir, and Sirs,

“ At the Time that Meer Mahomed Cauſim Khawn, having maſſacred and made Priſoners many of the Engliſh, had acquired a Superiority, and the Nabob Meer Mahomed Jaffier Khawn, thinking himſelf unprepared, refuſed to enter into a War with Meer Cauſim, in Compliance with the Engliſh Gentlemen's Deſire, I endeavoured by every Method to perſuade Nabob Jaffier Khawn to this Step: I engaged myſelf to provide the Supplies of Money, to levy the Troops, to aſſemble the Zemindars; and, in ſhort, to perform every requiſite Part. Having by this at length prevailed upon the Nabob to join the Engliſh, and engage in the War, Meer Mahomed was driven out of the Province, and an Advantage gained over Sujah Dowlah, who had eſpouſed his Cauſe. At this Juncture, I obtained from his Majeſty the King Shaw Allum the Subahs (of Bengal, &c.) for the Nabob Jaffier Ally Khawn: During the Nabob's Lifetime, I faithfully tranſmitted to the King the Amount agreed upon for his Royal Revenues: I honeſtly paid the Company, the Engliſh Army, and the Marrattas, the Sums ſeverally ſtipulated to them, and the Nabob the Sums requiſite for the Support of his own Troops, and the Dignity and Expences of the Nizamut; and I provided the Supplies of Grain which, at that Time, was attended with great Difficulty. After Jaffier Ally's Death, and the Succeſſion of Nabob Nudjum ul Dowlah to the Nizamut, a Party of the Engliſh Gentlemen deprived me of the Office I poſſeſſed, in the Buſineſs of which I was well verſed, and, for Views of private Advantage, raiſed Mahomed Reza Khawn to the Poſt. For the Space of Seven Years Mahomed Reza managed the Affairs of the Subah of Bengal; what the Meaſures were which he purſued in the Adminiſtration of the Country, the Balances which he fraudulently wrote off, his Violence and Oppreſſions upon his own Maſter and upon the Ryatts, and his Trade in Grain, by all which his Maſter's Houſe and the whole Country were deſolated, are well known to all. Whenever a juſt Enquiry ſhall be made, ſuch will be found to have been his Conduct. I have now been Ten Years out of Employment. Mahomed Reza Khawn ardently wiſhed during the whole Time of his Miniſtry to diſcover ſome Fault of mine in the ſettling the Buſineſs of the Country, or ſome Fraud or Delay in the Method of tranſacting it. As nothing of the Kind had been committed by me, he was able to produce nothing. Whoever occupies a great Poſt, as well as faithful Adherent, undoubtedly meets with diſcontented and turbulent Men. The utmoſt Search which Mahomed Reza Khawn could make, could not produce a ſingle Man who would lay his Complaint againſt me. When Mr. Haſtings arrived from Madras and entered upon the Government, he promiſed me his Friendſhip, and engaged me to aſſiſt him in regulating and adjuſting the Buſineſs of the Country. The Part I acted upon this Occaſion will hereafter appear in the Courſe of this Narrative. When General Clavering and Colonel Monſon and Mr. Francis arrived from England, appointed Councillors for the Government of this Country, the Preſident Mr. Haſtings introduced many of the Natives who had Employments in the Country to thoſe Gentlemen, and likewiſe gave Permiſſion to many others to pay their Reſpects to them. At the Expiration of a Week after their Arrival, I begged of the Governor that he would introduce me: The Governor anſwered, that he was well aſſured that I had a Friend who was his Enemy that acted as Meſſenger from me to thoſe Gentlemen: “ You have con-

“ tracted, ſaid he, a Friendſhip with my Enemy, procure an Interview by his Means;” and he concluded with this Menace, “ I ſhall purſue what is for my own Advantage, but in that your Hurt is included; look to it.” I replied with begging that he would not give Credit to the Slanders of Mr. Graham againſt me, who was my Enemy. The Affair remained for ſome Time in this State; afterwards the Governor ſent Mr. Elliott with me to introduce me to General Clavering, Colonel Monſon, and Mr. Francis. I continued after this to pay my Reſpects from Time to Time as uſual to the Governor, and ſometimes to the other Three Gentlemen. On Tueſday the 29th of Pooſs I waited upon the Governor, and found Mr. Graham and the Governor in Converſation together. When Mr. Graham had taken his Leave, the Governor called me to him and ſaid, “ I am certain that you are acting the Part of an Enemy towards me, I ſhall hereafter be your Enemy here, and ſhall not ceaſe to be ſuch even in Europe; you muſt not come near me from this Day; go and do me the utmoſt Evil in your Power.” I begged of him coolly and impartially to conſider the Juſtice of this Declaration, and told him that till he had, I ſhould take Care not to viſit him. I left him upon this, conceiving that what he had ſaid proceeded from a Guſt of Paſſion, and that he would not ſeriouſly determine upon effecting my Ruin. Since this, Juggut Chund, whom I have educated from a Child and patronized, who even now enjoys the Office of Naib to my Son Rajah Goordaſs, with the moſt abandoned Undutifulneſs has been ſeeking to injure myſelf and Rajah Goordaſs. He is now come to Calcutta without Order of Council, and contrary to Rajah Goordaſs's Deſire, and he has never yet even been to viſit me. This Perſon is admitted to hold Council with the Governor. And Mohunperſhaud, whoſe Villainy and lying Intrigues are known to both the Engliſh Gentlemen and the Natives throughout this City, who is my inveterate Enemy, and whom the Governor formerly turned out of his Houſe, and forbid him to appear there again, is now recalled into his Preſence, is preſented with Paan by him, and aſſured of his Protection. Mohunperſaud is admitted by the Governor to private Conferences both in Town and at his Gardens, and likewiſe frequently comes to Juggut Chund's Houſe, and holds Conſultations with him. What Title from Rank or Fidelity have theſe to ſuch intimate Connection with the Governor? What other Title have they than their Enmity and Malevolence to me? I have no Power in this Country: Mr. Haſtings is the Superior of all. The Goodneſs of God is the only Defence I have againſt the declared Hatred of ſuch an Enemy. I eſteem my Honour dearer than my Life, and I am not inſenſible of the Injury my Character may ſuffer from the Diſcoveries I am about to make; but greater Diſgrace attends my Silence, and I am left without a Choice. I ſhall therefore requeſt your Attention to the following Account of ſome few Parts of the Governor Mr. Haſtings's Conduct in the Courſe of his Government.”)

☞ “ [When Mr. Haſtings arrived in Bengal from Madras, and entered upon the Adminiſtration of Affairs, he told me, that he was well aſſured of the Embezzlements and Malpractices of Mahomed Rheza Khawn and Rajah Shitabroy, and deſired that I would aſſiſt him in the Intention he had of removing them from their Employments, and prepare a Statement of their reſpective Accounts. He further added, that he would cauſe me to be appointed by Council, Aumin over the whole Country; and that Mahomed Reza and Shitabroy ſhould appear before me, and render to me the Accounts of their Provinces. “ I will delegate to you,” ſaid he, “ my whole Power and Influence.” Depending upon this Declaration, I readily lent the Aſſiſtance in my Power; and Mr. Haſtings, having ſummoned Mahomed Reza and Rajah Shitabroy to Calcutta, directed me to draw out an Account of their Embezzlements, which I accordingly did, and gave to him. §

“ Excluſive of Embezzlements from the Jewels, and on Account of Elephants, Horſes, Sheep, and from the private Treaſury, the Accounts of the Embezzlements of Mahomed Reza Khawn in the Nizamut, from the Commencement of the Bengal Year 1172 to the Concluſion of the Bengal Year 1178; and in the Province of Dacca, from the Bengal Year 1170 to 1177, are both together ſtated at 2,02,28,958 Rupees, and upwards. Beſides this, the Sum of 13,00,000, Balance of Accounts due, by his Agreement with the Company, for Diſtricts under his Direction within the Years 1172 and 1178, he has fraudulently written off as outſtanding, and has himſelf embezzled. The Sum total of this Account, delivered by me to Mr. Haſtings, amounted to 3,05,26,957 and upwards. I likewiſe brought to him Perſons who were preferring their Complaints againſt Mahomed Reza Khawn, on Account of Injuries committed by him in the Purchaſe and Sale of Grain. Mahomed Reza, upon this, ſent a Meſſenger to me, propoſing a Preſent of Ten Lacks of Rupees to Mr. Haſtings, and Two Lacks to me; and that theſe Enquiries ſhould be ſtopt. I acquainted Mr. Haſtings with this Propoſal. He made anſwer, That he could not ſuſpend an Enquiry for the Amount of Crores of Rupees, for ſuch a Sum; and that it was proper the Government's Money ſhould be recovered; and added, that he ſhould not releaſe him from Confinement till the Points in Queſtion were decided upon. He ſaid no more to me; but after a few Days he took the Guards off Mahomed Reza Khawn, ſet him at Liberty, entirely dropt the Enquiry into his Embezzlements and Malpractices, and did not do Juſtice to the Complainants againſt Mahomed Reza, who had proved in Council their Charge on the Affairs of the Sale and Purchaſe of Grain, to whom he adjudged no Damages. Why this extraordinary Favour was ſo ſuddenly ſhewn, the Governor can beſt aſſign the Reaſons.

“ Reza ul Dien Mahomed Khawn, and Mahomed Alley Khawn, on Account of the Offices of Fogedars of Hoogley and Silut, and Amul of Nudia, were accountable to the Company for

Lacks of Rupees; yet upon their Deceaſe Mahomed Reza ſeized the Whole of their Eſtates, and delivered no Part to the Company. In the Bengal Year 1181 Mahomed Reza threw Amarut Sing, his own Mutſuddie, into cloſe Confinement at Calcutta, and extorted large Sums from him. Gopaul Sing was the Ameel of his Jagheer, and received from him annually a general Releaſe under his own Seal, and which he has now in his Poſſeſſion: Notwithſtanding this, Mahomed Reza has thrown him into Priſon, and demands Money from him to a great Amount: He ſuffers great Severities from Mahomed Reza in his Confinement, but nobody liſtens to his Complaints. The Governor, Mr. Haſtings, formerly ſaid to me, that as the Jagheer of Mahomed Reza was merely annexed to the Poſt of Naib of the Nizamut, it ſhould be taken from him: This is now the Third Year ſince he has been deprived of that Poſt; but the Jagheer, which is a very large Income, has not been remanded. Why the Company ſhould be deprived of ſo conſiderable a Sum, as the Amount of this is, from the Time of Mahomed Reza's Diſmiſſion from the Niabut, it remains with the Governor to explain.

" I delivered to Mr. Haſtings an Account of the Embezzlements of Shitabroy from the Commencement of the Year 1173, to the Concluſion of the Year 1181 of the Fuſſil Æra, ſtated at the Sum of more than 90 Lacks of Rupees. When the News of this reached Maha Rajah Durudge Narain, at Moorſhedabad, he ſent a Vackeel with Letters to the Governor and Mr. Reed, and myſelf, containing his Propoſals, that from the 90 Lacks demanded from Shitabroy, a Deduction ſhould be made of 30 Lacks for Deaths and irrecoverable Balances; and he would himſelf diſcharge the remaining 60, on Condition that he ſhould be put into Shitabroy's Poſt; and that, in future having rendered the Country more flouriſhing, he would give to Government a ſtill greater Revenue. When Rajah Shitabroy heard of this Propoſal, he told me and likewiſe ſent me Word that he was ready to give Four Lacks to the Governor Mr. Haſtings, and One to me, and Fifty thouſand Rupees to Mr. Reed, if the preſent Demand for his Accounts were put a Stop to. I acquainted the Governor with what Shitabroy ſaid: He anſwered that it was proper the Money of the State ſhould be recovered without any Views of this Kind. In Concluſion, Mr. Haſtings, without recovering the Company's Money, and without informing me of his Intention, reinſtated Rajah Shitabroy, and returned him to Moorſhedabad with high Honours. The Motives of theſe Proceedings, and why Maha Rajah Durudge Narain's Propoſals, apparently ſo much for the Company's Advantage, were rejected, will beſt be underſtood from Mr. Haſtings himſelf.

" The Sum of 25,000 Rupees is the ſtated annual Salary of the Mutſuddee of the Khalſa Sheriff, to be paid in ready Money, and by Jagheer. Why Raja Raje Bullub enjoys a Salary of 5,000 Rupees per Month, excluſive of Diſtrict of Dewan Gunge, the Produce of which is very conſiderable, and how the Company's Intereſt was in this conſulted, remains with Mr. Haſtings to explain.

" At the Time Mr. Haſtings was going to Benares, he deſired me to give him an Account in Writing of any Lands which, though properly belonging to the Subah of Bahar, might have come under the Dominion of Bulwand Sing, that they might be recovered from his Son Rajah Cheyte Sing. The Pergunnahs of Kera, Mungrour, and Birjay Ghur, were exactly in this Situation, having been uſurped by Bulwant Sing from the Subah of Bahar. I accordingly delivered to Mr. Haſtings the Accounts of them from the Entrance of the Company upon the Dewanny to the Year 1179 of the Fuſſel Æra, ſtated at 24 Lacks. Mr. Haſtings ſaid, " Give a Copy of this to
" Roy Radha Churn, that if Cheyte Sing is backward in acknowledging this Claim, Radha Churn
" may anſwer and confute him." Why Mr. Haſtings, when he arrived at Benares, and had called Rajah Cheyte Sing before him, left theſe Countries ſtill in the Rajah's Uſurpations, it remains with Mr. Haſtings to explain.

" The Governor, Mr. Haſtings, has given the Purgunnah Bahuſbunda, and others, in the Zemindary of the Ranee Bowanney, to Cantoo, his own Banyan. The Ranee has committed no Fault, and Cantoo has no Right by Inheritance, or any other Title, to theſe Purgunnahs. The Reaſons of this Gift it remains with the Governor to explain.

" His Majeſty, Shaw Allum, was graciouſly pleaſed to intend me an honorary Preſent of a Jahalder Palankeen, accompanied with other Enſigns of State, according to the Cuſtom of this Country. When this Preſent reached Raja Shitabroy at Patna, in its Way to me, Nabob Meer Mahomed Jaffier Ally Khawn was dead, and being out of all Employ, I had retired to Calcutta. Raja Shitabroy, from the Fear of offending Mahomed Reza Khawn, detained the royal Preſent at Patna. Mr. Haſtings gave Directions to Shitabroy's Vackeels Khojah Aſſun and Mujelio Roy, requiring that it ſhould be ſent down, which it accordingly was, to Mr. Haſtings, with whom it has remained ever ſince. I humbly requeſt that the Governor's Reaſons may be required, and if the royal Preſent ſhall be found to be my Right, it may be delivered to me.

" Thus far I have written in general Terms. I ſhall now beg leave to offer a more particular and circumſtantial Statement of Facts.

B. Y. 1179.
Aſſin 12th.

" An Account of Preſents received by the Governor, Mr. Haſtings, on Account of Tranſactions of a public Nature.

" Given by me to Mr. Haſtings, at Calcutta, for procuring Rajah Goordaſs's Appointment to the Niabut, and cauſing Munny Begum to be made the Superior of the Family; by Means of

Jagganaut

Jagganaut and Baulkiſhen, Canſumahs of the Governor, Mr. Haſtings, together with Chytun Naut, Nurr Sing, and Sedaunund, Three Bags of Gold Mohurs, (viz.)			
1 Bag, containing Gold Mohurs — — — —	1471		
1 Ditto Ditto — — — — —	1471		
1 Ditto Ditto — — — — —	900		
And Adailies 1140 = Gold Mohurs — — —	570		
Gold Mohurs — — at 17 A. R^{s} per Mohur	4412	— 75,004	
"Given by Ditto and Ditto, at Calcutta, by Means of Jagganaut and Baulkiſhen, Canſumahs of Mr. Haſtings, together with Sedamund and Nurr Sing aforeſaid, One Bag, (viz.)			B. Y. 1179, Aſſin 15.
1 Bag, containing Gold Mohurs — — — —	1291		
And Adailies 359 = Ditto — — — —	179		
Gold Mohurs — — at 17 A. R^{s} per Mohur	1470	— 24,998 : 8	
"Sent to Ditto, for Batta on the aforementioned Sums, which having been paid as Arcot, Mr. Haſtings required they ſhould be made up Sunautts, by Means of Jagganaut and Baulkiſhen aforeſaid, together with Nurr Sing, aforeſaid, (viz.)			Ditto 26.
1 Bag, containing Gold Mohurs — — — — at 17 A. R^{s} per Mohur	182½	— 3,102 : 8	
"Sent to Mr. Haſtings, at Calcutta, by Means of Jagganaut and Baulkiſhen, aforeſaid, together with Sheevaram, 1 Bag, containing A. R^{s} — — — — — —	—	— 1,000 : —	Ditto 29.
"Given to Mr. Haſtings, at Moorſhedabad, by Mony Begum, upon the Occaſion of conſtituting her the Superior of the Family, and taking away the Superiority from Bubboo Begum, Mother of the Nabob Mebawruc ul Dowlah, who before enjoyed that Rank, Rupees Sonaut — — — — — —	100,000		Bhadun.
"The Governor, Mr. Haſtings, in the Month Aſſar 1179, went from Calcutta to Moorſhedabad; he remained about Three Months at Coſſimbuzar, and ſometimes went into the Nabob's Palace. After Mr. Haſtings returned from Moorſhedabad to Calcutta to Calcutta,* Mony Begum ſaid to Raja Goordaſs, "Write Word to Marajah Nundcomar, that it is proper and requiſite to give One Lack and 50,000 Rupees to the Governor; and beg of Mahrajah to aſk the Governor, whether it ſhall be ſent in ready Money, or by a Bill of Exchange." I accordingly aſked Mr. Haſtings; who anſwered, "I have Connections of Trade in that Part of the Country; let this Money be paid to Nurr Sing, Cantoo's Brother, who is at Coſſimbuzar." In conſequence of which, I wrote to Rajah Goordaſs, and Mony Begum, that they ſhould deliver the Money to Nurr Sing, Cantoo's Brother. Mony Begum, with Rajah Goordaſs's Knowledge, in the Month of Aughun 1179, paid this Money to the Governor, Mr. Haſtings, by the Means of Nurr Sing, aforeſaid, from under the Care of Chytun Ahurr, Caſh-keeper to the Behailah, Sonat Rupees — — — — — —	150,000		* Sic in Orig.
		2,50,000	
	Rupees	3,54,105	

"Calcutta,
the 8th March 1775.

"I am,
Honourable Sirs,
Your moſt obedient, and moſt
devoted humble Servant,
The Signature of Rajah Nundcomar"

"Ordered, That the Perſian Original, which was incloſed in the above, be tranſlated.

"The Governor General obſerves, as Mr. Francis has been pleaſed to inform the Board that he was unacquainted with the Contents of the Letter ſent in to the Board by Nundcomar, that he thinks himſelf juſtified in carrying his Curioſity further than he ſhould have permitted himſelf without ſuch a previous Intimation; and therefore begs Leave to aſk Mr. Francis, whether he was, before this, acquainted with Nundcomar's Intention of bringing ſuch Charges againſt him before the Board.

"Mr. Francis.—As a Member of this Council, I do not deem myſelf obliged to anſwer any Queſtion of meer Curioſity. I am willing, however, to inform the Governor General, that though I was totally unacquainted with the Contents of the Paper I have now delivered in to the

Board, 'till I heard it read, I did apprehend in general that it contained ſome Charge againſt him. It was this Apprehenſion that made me ſo particularly cautious in the Manner of receiving the Raja's Letter. I was not acquainted with Raja Nundcomar's Intention of bringing in ſuch Charges as are mentioned in the Letter.

" Warren Haſtings,
J. Clavering,
Geo. Monſon,
P. Francis."]

£4

Read, alſo, the following Extract of a Conſultation of the 13th of March 1775, beginning at Page 1454 of the ſame Book.

" Fort William, the 13th of March 1775.

Secret Dept.
Monday.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Lieutenant General John Clavering,
The Honourable George Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

" The Secretary informs the Board, that he has received the following Note from Mahrajah Nundcomar, with a Letter addreſſed to them.

" Sir,

" I beg the Favour of you to deliver the accompanying Letter directed to the Governor and ſuperior Council, and open it in their Preſence.

" I am, &c.

" Calcutta, 13th March 1775. Signed (Nundcomar.)"

" Opened the Letter ſent in with the above, which is read, and found to be as follows:

" Honourable Sir, and Sirs,

" I had the Honour to lay before, in a Letter of the 11th inſtant, an abſtracted, but true Account of the Conduct of the Honourable Governor in the Courſe of his Adminiſtration. What is there written I mean not in leaſt to alter; far from it: I have the ſtrongeſt written Vouchers to produce in ſupport of what I have advanced, and I wiſh and intreat, for my Honour's Sake, that you will ſuffer me to appear before you to eſtabliſh the Fact by an additional inconteſtible Evidence.

" I have never had any other Object in View but the Proſperity of the Company, and when I informed the former Governors, at the Time of their enjoying that Dignity, of the Buſineſs and State of this Country, I always told them, that by an immoderate Attention to private Emolument, the Company and the Country would greatly ſuffer; that the Welfare of the Country, and the Increaſe of the Revenues, were the primary Objects which they ſhould continually keep in View. Mr. Haſtings, till he had informed himſelf from me of the Affairs of this Country, remained exceedingly well pleaſed with me; when he had acquired this Knowledge from me, he no longer conſulted me; inſtead of my Patron he became my Enemy, and acted as ſuch. Unattentive to the Welfare of the Country, and the Enrichment of the State, he made his own private Emolument the Rule of his Conduct. You, Honourable Sir and Sirs, will take into Conſideration this and my former Addreſs, and will act in whatever Manner you may judge moſt conducive to the Intereſt and Proſperity of the State and Country.

" I remain, &c.

" Calcutta, 13th March 1775. Signed ([illegible]) Nundcomar."

" Colonel Monſon begs leave to make the following Motion.—I propoſe that Raja Nundcomar be called before the Board to bring the Proofs of the Charge againſt the Governor in his Letter of the 8th inſtant.

" The Governor General enters the following Minute.

" Before the Queſtion is put, I declare that I will not ſuffer Nundcomar to appear before the Board as my Accuſer. I know what belongs to the Dignity and Character of the Firſt Member of this Adminiſtration. I will not ſit at this Board in the Character of a Criminal, nor do I acknowledge the Members of this Board to be my Judges. I am reduced on this Occaſion to make the Declaration, that I look upon General Clavering, Colonel Monſon, and Mr. Francis, as my Accuſers. I cannot prove this in the direct Letter of the Law, but in my Conſcience I regard them as ſuch, and I will give my Reaſons for it. On their Arrival at this Place, and on the firſt Formation of the Council, they thought proper to take immediate and deciſive Meaſures in Contradiction, and for the Repeal of thoſe which were formed by me in Conjunction with the laſt Adminiſtration. I appealed to the Court of Directors from their Acts. Many ſubſequent Letters have been tranſmitted both by them and by me to the Court of Directors.—By me, in Proteſtation againſt their Conduct; by them, in Juſtification of it. Quitting this Ground, they ſince appear to me to have choſen other Modes of Attack, apparently calculated to divert my Attention, and to withdraw that of the Public from the Subject of our firſt Differences, which regarded only the Meaſures that were neceſſary for the Good of the Service, to Attacks directly and perſonally levelled at me for Matters which tend to draw a perſonal and popular Odium upon me; and fit Inſtruments they have found for their Purpoſe, Mr. Joſeph Fowke, Mahrajah Nundcomar, Roopnarain Chowdry, and the Ranny of Burdwan.

" It appears inconteſtibly upon the Records that the Charges preferred by the Ranny againſt me, proceeded from the Office of Mr. Fowke; all the Papers tranſmitted by her, came in their original Form written in the Engliſh Language, ſome with Perſian Papers of which they were ſuppoſed to be Tranſlations, but all ſtrongly marked with the Character and Idiom of the Engliſh Language. I applied on Saturday laſt for Perſian Originals of ſome of the Papers ſent by her, and I was refuſed: I am juſtified in declaring my firm Belief that no ſuch Originals exiſt.

" With reſpect to Nundcomar's Accuſations, they were delivered by the Hands of Mr. Francis, who has declared that he was called upon by Rajah Nundcomar, as a Duty belonging to his Office as a Councillor of this State, to lay the Packet which contained them before the Board. That he conceived that he could not, conſiſtent with his Duty, refuſe ſuch a Letter at the Inſtance of a Perſon of the Rajah's Rank, and did accordingly receive it, and laid it before the Board, declaring at the ſame Time that he was unacquainted with the Contents of it: I believe that the Court of Directors, and thoſe to whom theſe Proceedings ſhall be made known, will think differently of this Action of Mr. Francis: That Nundcomar was guilty of great Inſolence and Diſreſpect in the Demand which he made of Mr. Francis; and that it was not a Duty belonging to the Office of a Councillor of this State to make himſelf the Carrier of a Letter, which would have been much more properly committed to the Hands of a Peon or Hircarra, or delivered by the Writer of it to the Secretary himſelf.

Mr. Francis has acknowledged that he apprehended in general that it contained ſome Charge againſt me. If the Charge was falſe it was a Libel; it might have been falſe for any Thing that Mr. Francis could know to the contrary, ſince he was unacquainted with the Contents of it. In this Inſtance therefore he incurred the Hazard of preſenting a Libel to the Board: This was not a Duty belonging to his Office as a Councillor of this State. I muſt further inform the Board that I have been long ſince acquainted with Nundcomar's Intentions of making this Attack upon me. Happily Nundcomar, among whoſe Talents for Intrigue that of Secrecy is not the Firſt, has been ever too ready to make the Firſt Publication of his own Intentions. I was ſhewn a Paper containing many Accuſations againſt me, which I was told was carried by Nundcomar to Colonel Monſon, and that he himſelf was employed for ſome Hours in private with Colonel Monſon, explaining the Nature of thoſe Charges.

" I mention only what I was told; but as the reſt of the Report which was made to me correſponds exactly with what has happened ſince, I hope I ſhall ſtand acquitted to my Superiors and to the World in having given ſo much Credit to it, as to bring the Circumſtance upon Record. I cannot recollect the preciſe Time in which this is ſaid to have happened, but I believe it was either before or at the Time of the Diſpatch of the Bute and Pacific. The Charge has ſince undergone ſome Alteration, but of the Copy of the Paper which was delivered to me containing the original Charge, I cauſed a Tranſlation to be made: When ſuſpecting the Renewal of the Subject in this Day's Conſultation, I brought it with me, and I deſire it may be recorded, that when our Superiors, or the World, if the World is to be made the Judge of my Conduct, ſhall be poſſeſſed of theſe Materials, they may, by comparing the ſuppoſed Original and amended Liſt of Accuſations preferred againſt me by Nundcomar, judge how far I am juſtified in the Credit which I give to the Reports above mentioned. I do not mean to infer from what I have ſaid, that it makes any Alteration in the Nature of the Charges, whether they were delivered immediately from my oſtenſible Accuſers, or whether they came to the Board through the Channel of Patronage; but it is ſufficient to authorize the Conviction which I feel in my own Mind, that thoſe Gentlemen are Parties in the Accuſations of which they aſſert the Right of being the Judges. From the firſt Commencement of this Adminiſtration, every Means have been tried both to deprive me of the legal Authority with which I have been truſted, and to proclaim the Annihilation of it to the World; but no Inſtance has yet appeared of this in ſo extraordinary a Degree as in the Queſtion now before the Board. The Chief of the Adminiſtration, your Superior, Gentlemen, appointed by the Legiſlature itſelf, Shall I ſit at this Board to be arraigned in the Preſence of a Wretch whom you all know to be one of the baſeſt of Mankind? I believe I need not mention his Name; but it is Nundcomar: Shall I ſit here to hear Men collected from the Dregs of the People give Evidence at his dictating againſt my Character and Conduct? I will not; you may if you pleaſe form yourſelves into a Committee for the Inveſtigation of theſe Matters in any Manner which you may think proper, but I will repeat, that I will not meet Nundcomar at the Board, nor ſuffer Nundcomar to be examined at the Board, nor have you a Right to it, nor can it anſwer any other Purpoſe than that of vilifying, and inſult me to inſiſt upon it.

" I am ſorry to have found it neceſſary to deliver my Sentiments on a Subject of ſo important a Nature in an unpremeditated Minute drawn from me at the Board, which I ſhould have wiſhed to have had Leiſure and Retirement to have enabled me to expreſs myſelf with that Degree of Caution and Exactneſs which the Subject requires. I have ſaid nothing but what I believe, and am morally certain, I ſhall ſtand juſtified for in the Eyes of my Superiors and the Eyes of the World; but I reſerve to myſelf the Liberty of adding my further Sentiments in ſuch a Manner and Form as I ſhall hereafter judge neceſſary.

" Ordered, That the Paper delivered by the Governor General be entered after this Conſultation.

" Colonel Monſon.—I beg that the Governor General will inform the Board, from whom he had his Information reſpecting the Viſit Nundcomar made to me, to explain the Paper of Charges which he propoſed to exhibit againſt the Governor.

" The Governor General.—I do not think the Queſtion a proper one. Colonel Monſon will be pleaſed to recollect, that he is one of a decided Body of this State in which all the Powers of it are inherent. I will not mark any Individual as an Object for his Reſentment; and I apprehend that, upon a very ſlight Recollection, he will ſee the Impropriety of requiring from me ſo unbecoming a Sacrifice. But as a further Proof, in Addition to what I have already urged, that I had Reaſon ſufficient to credit the Report, I will beg Mr. Barwell to inform the Board, whether he was not apprized of the ſame Circumſtances at the ſame Period of Time that I have mentioned myſelf.

" Mr. Barwell informs the Board, That he was apprized of it, and received a Copy of the ſame Paper that the Governor has laid before the Board.

" Colonel Monſon.—As the Governor General has not thought proper to acquaint the Board from whom he received the Information with regard to my Converſation with Nundcomar, I ſhall take no farther Notice of it; as I preſume an Aſſertion, even from the Governor General himſelf, will have no more Weight or Influence in the Opinion of the World, than from a private Member of this Board. I do hereby declare, that the Governor, and Mr. Barwell likewiſe, have been totally miſinformed; for I never heard nor ſaw any Paper in Perſian, or any other Country Language, which contained, to the beſt of my Knowledge, any Accuſation againſt the Governor General.

" The Queſtion propoſed by Colonel Monſon being put as before ſtated,

" Mr. Francis agrees to it.

" Mr. Barwell.—I ſee no Occaſion for Rajah Nundcomar's Preſence; and I do not think the Board can with any Propriety place the Governor on the Footing of a Criminal arraigned at their Tribunal, and Nundcomar on that of his Accuſer. The Rajah, if he has any ſerious Intention of proving the Matter, as he has ſet forth, and not of diſtracting ſtill further the Harmony of this Council, already too much divided, may have Recourſe to a very eligible and efficacious Mode of eſtabliſhing his Allegations. The Supreme Court of Judicature, which is now ſitting, will hear any Thing that he has to ſay in Behalf of the Company, will examine his Evidence, and determine upon the Repreſentations he may make. I do not think this Board competent in judging of Matters of this Nature; and I think it a very happy Circumſtance that the Legiſlature has appointed a Juriſdiction for the Cognizance of all Complaints that affect the Subject or the Government. It ties up the Hands of Power from gratifying any partial Aims, and leaves the Diſcuſſion of Facts, which muſt otherwiſe be tinged with the Paſſions of Men intereſted, free and open. I am therefore againſt the Motion; at the ſame Time that I am for enjoining the Secretary to inform Nundcomar, that it is expected he ſhall ſupport whatever he may think proper to ſet forth to this Board, by Evidence produced before any One of the Judges; and that unleſs he does this, the Board will reject any Complaints which he may prefer, as an injurious Libel upon the Governor."

" Colonel Monſon.—I think the Rajah ſhould be called in, to ſhew to the Board the Nature of the Evidence he has to produce, as the Proof of his Charge againſt the Governor General. If thoſe Proofs ſhould be thought ſufficient, this Cauſe may hereafter be tried in the Supreme Court. I more particularly wiſh that the Board may receive Nundcomar, as it will give the Governor General an Opportunity of confuting the Charges brought againſt him."

" General Clavering.—I think it both for the Honour of the Governor General, and for the Dignity of this Board, which is wounded by a criminal Accuſation exhibited againſt the Firſt Member of it, that Raja Nundcomar ſhould appear before the Board, to lay before us the Proofs he has of the Allegations which he has exhibited againſt the Governor General. Were we to refuſe him, the Governor might juſtly reproach us with having defeated the only Means by which his Honour could be reſcued from ſo reproachful an Accuſation. He might then ſay, as he has done in his Minute juſt delivered to us, that we have refuſed him the Proof that he might obtain of his Innocency. In reſpect to the original Papers, referred to in the Ranny of Burdwan's Petition, which he demanded, thoſe Papers, as I underſtand, were at the Door, and the Ranny's Vackeel ready to deliver them. If the Proofs which Nundcomar has offered to produce are judged groundleſs, or if the Papers which the Ranny of Burdwan's Vakeel ſtill offers to produce are not authentic Vouchers of Bridjoo Kiſſore's Accounts, I ſhall then be the firſt to propoſe the Queſtion to this Board, that the Accuſations brought againſt the Governor General are malicious and falſe. For theſe Reaſons I deſire that Nundcomar may be brought.

" The Governor General.—I have delivered my Opinion. I do not underſtand the Queſtion to be, Whether Nundcomar ſhall be called before the Board—but whether I ſhall be confronted with him; ſince the ſame Effect may be produced, as I have declared before, by a Committee of the Board, without my Preſence.

" Reſolved, That Nundcomar be called before the Board; and the Secretary is ordered to ſummon him accordingly.

" Colonel Monſon gives in the following Minute.

" The Governor General's Minute, on my Motion to introduce Nundcomar, contains little more than general Invective in anſwer to a poſitive Charge; it tends to prove me his collateral Accuſer, from an Information given him by a Perſon who he refuſes to make known; but ſuppoſing I had ſeen the Paper alluded to, it does not invalidate the Fact contained in it.

" I made the Motion, conceiving it was for the Honour and Dignity of Government that we ſhould proceed, as far as we were juſtified by Law, to attain as much Information as might be thought neceſſary to paſs a Cenſure upon Nundcomar, if any Circumſtances ſhould appear which might incline us to believe that Nundcomar has been guilty of a Slander; and that this could be done in no Way ſo well as in the Governor's Preſence.

" The Governor General.—I declare the Council now diſſolved; and I do proteſt againſt any Acts of it as a Council during my Abſence, as illegal and unwarranted.

" Mr. Francis.—I beg Leave to aſk the Governor General whether he means to quit the Chair.

" The Governor General.—I ſhall not anſwer your Queſtion, becauſe I do not think it ſufficiently defined.

" I quit the Council.

Warren Haſtings."

Signed (at the End of Conſultation)

" J. Clavering,
Geo. Monſon,
P. Francis."

Then the Managers for the Commons being about to read the Remainder of the ſaid Conſultation, containing an Examination of the Rajah Nundcomar, in ſupport of the Charge abovementioned, in order to introduce the Demeanour of the Defendant thereupon; it being ſtated by the Managers for the Commons, that the ſaid Examination afterwards came to the Knowledge of the Defendant, and was by him tranſmitted to the Court of Directors,

The Counſel for the Defendant objected thereto: Firſt, becauſe the ſaid Examination was not upon Oath. Secondly, becauſe it was taken in the Abſence of Mr. Haſtings. Thirdly, as being a Proceeding before an incompetent Juriſdiction; and laſtly, that the ſaid Rajah Nundcomar was afterwards convicted of a Forgery, committed by him prior to the ſaid Examination being taken.

The Managers for the Commons being heard in Anſwer to the ſaid Objections, and the Counſel in Reply,

The Houſe adjourned to the Chamber of Parliament.

Die Mercurii, 20° Maii 1789.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid, "Gentlemen, Managers for the Houſe of Commons, and you Gentlemen who are of Counſel for the Defendant, the Lords have reſolved, That it is not competent for the Managers for the Commons to produce the Examination of Nundcomar in Evidence; the ſaid Managers not having proved, or even ſtated, any Thing as a Ground for admitting ſuch Evidence, which, if proved, would render the ſame admiſſible; and this Reſolution they have commanded me to communicate to you.

"Gentlemen, Managers for the Houſe of Commons, you may proceed with your Evidence."

Then the Managers for the Commons deſired Leave to withdraw.

The Managers for the Commons having returned, deſired that an Extract of a Conſultation of the 20th of March 1775, might be read, in order to ſhew that Mr. Haſtings was officially and regularly informed of all the Proceedings of the Reſt of the Counſellors on the 13th March 1775, after he left the Council.

Read, from Book 9, already delivered in, the following Extract of a Conſultation of the 20th March 1775, beginning at Page 1499 of the ſame Book.

"Fort William, the 20th March 1775.

Secret Dept. Monday.

"At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Lieutenant General John Clavering,
The Honourable George Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

"Read, the Conſultation of the 13th inſtant."

Then the Managers for the Commons deſired the Conſultation of the 13th inſtant might be read.

The Counſel for the Defendant objected to the ſame, as tending to introduce that *per indirectum* which the Managers for the Commons could not introduce *per directum*.

The Managers for the Commons being heard in Anſwer to the ſaid Objection, and the Counſel in Reply,

The Houſe adjourned to the Chamber of Parliament.

The Lords being returned, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid, "Gentlemen, Managers for the Houſe of Commons, and you Gentlemen who are of the Counſel for the Defendant, the Lords have reſolved, That the Circumſtance of the Conſultation of the 13th March 1775, being read at a Conſultation of the 20th of March 1775, at which Mr. Haſtings was preſent, does not of itſelf make the Matter of ſuch Conſultation of the 13th of March 1775, admiſſible Evidence; and this Reſolution they have commanded me to communicate to you."

Then the Managers for the Commons propoſed to read the Whole of the Conſultation of the 20th of March 1775, and in the Firſt Place the Conſultation of the 13th March 1775, referred to therein, as making a Part of the ſaid Conſultation of the 20th of March 1775, in order to ſhew the Demeanour of Mr. Haſtings thereupon.

Then the Houſe adjourned to the Chamber of Parliament.

Die Jovis, 21° Maii 1789.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid, "Gentlemen, Managers for the Houſe of Commons, and you Gentlemen who are of Counſel for the Defendant, the Lords have reſolved, that the Conſultation of the 13th of March 1775, cannot now be read."

Then the Managers for the Commons deſired the following Extract of a Conſultation of the 20th March 1775, might be read.

The ſame was read accordingly, from Book 9, already delivered in, beginning at Page 1499.

"Fort William, the 20th March 1775.

"At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident; Secret Dept. Monday.
Lieutenant General John Clavering,
The Honourable George Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

"The Secretary informs the Board, that he laſt Night received an Order from the Governor General to ſummons a Council this Morning, in conſequence of the following Letter to him, which he ordered to be recorded.

"Sir,

"We have the Honour to inform you, that we have received Advices of very great Importance from the Second Brigade, now in the Field, which have a Relation to the Conſpiracy mentioned in Colonel Galliez's Two laſt Letters. We deſire that you will be pleaſed to ſummon a Council, in order that we may lay the above Advices before the Board, and take the Subject of them, together with ſome other Points of material Buſineſs, into immediate Conſideration. A Council called at the Deſire of the General, Colonel Monſon, and Mr. Francis.

"We have the Honour to be,
with great Reſpect,
Sir,
Your moſt obedient and moſt
humble Servants,
(Signed) "J. Clavering,
Geo. Monſon,
P. Francis."

"Read, the Conſultation of the 13th inſtant.

"The Governor General.—I declare that the Words, 'I quit the Council,' were not recorded by me. What I ſaid on leaving the Room I do not remember; but I know that I never meant to acknowledge the Exiſtence of the Council after I had quitted the Room, and had declared it to be diſſolved.

"General Clavering moves, That the Proceedings of the 13th inſtant be recorded, as read and approved.

"Mr. Francis agrees.

"Mr. Barwell.—The Proceedings of the Board of that Day I approve; the Proceedings after the Diſſolution of the Board by the Governor General, the Majority of the Members have certainly a Right to introduce on the Proceedings; but I eſteem it merely in the ſame Light as any Conſultation which Two, Three, or Four Members of the Board, aſſembling in any other Place but the Council Houſe, may with equal Propriety have conducted and introduced in a Minute, as the Reſult of their joint Opinions and Deliberations. The Subject which is treated on in this Addition to the Conſultation of the 13th inſtant, I have from the Firſt declared to be improper, and I look upon it to be more eſpecially ſo, as the Governor General has expreſsly charged the

Three Gentlemen, who took Cognizance of the Charges brought by Nundcomar againſt him, to be Parties in the Accuſation. There is ſomething ſo ſtrikingly improper in the Accuſers and Accuſed ſitting at the ſame Tribunal, that I own it could have afforded me extreme Satiſfaction if the Alternative I had propoſed, in delivering my Opinion when this Matter was firſt introduced, had been purſued, and the Character and Dignity of the firſt Officer of the Government not lowered in the Opinion of the Natives, by promulgating, throughout the whole Country, that all Power and Authority was taken out of the Hands of the Preſident.

" Colonel Monſon.—I agree to the Motion, acknowledging no Power or Authority in the Governor General ſolely to diſſolve this Board.

" General Clavering agrees to the Motion.

" The Governor General.—I agree to the Motion, ſo far as it reſpects the Proceedings of the Board, of which I am the Head. The Proceedings of General Clavering, Colonel Monſon, and Mr. Francis, held after my Departure, and after I had declared the Meeting of the Board to be diſſolved, I do not acknowledge to be the Proceedings of the Board; I therefore cannot approve them.

" General Clavering, Colonel Monſon, and Mr. Francis deliver in the following Minute.

" The Governor General having repeatedly claimed and endeavoured to exerciſe a Power of diſſolving this Council in its ſeveral Departments, and having alſo repeatedly and publickly declared his Opinion, that any Acts done by the Majority of the Council in his Abſence, (when he had quitted the Chair in Oppoſition to the Senſe of the Majority), were not the Acts of the Board, nor legal, which Declaration he has been pleaſed to confirm by his Letter to Mr. Richard Sumner of the 18th inſtant, recorded in the Conſultation of the Revenue Department; we beg Leave to lay before the Board our Reaſons for thinking that his Opinions and Conduct above-mentioned are not warranted by Law; and we requeſt that he will be pleaſed to communicate to us, the Arguments which induce him to think that ſuch Opinions and ſuch Conduct are conformable to the Act of Parliament which conſtitutes the preſent Government. We for ourſelves are convinced that his Conduct in this reſpect is illegal, and that the public Declaration he has made of his Opinion, tends manifeſtly to encourage a general Reſiſtance to the Authority of this Government, and to the Subverſion thereof.

" If the Governor General can legally diſſolve the Council at his Pleaſure, it follows of Courſe that any Acts done by the remaining Members in his Abſence, are not the Acts of the Board, nor legal; but we deny the Power claimed by the Governor General in this reſpect, as we know no ſuch Authority in him; though ſuppoſing he ever had been inveſted with ſuch Power, it is clear that the ſame is taken away by the late Act of Parliament, by which the Conſtitution of our Settlements in India is wholly new modelled, and the whole Civil and Military Government of this Preſidency, is veſted in a Governor General and Four Counſellors, in like Manner to all Intents and Purpoſes whatſoever, as the ſame at the Time of paſſing the Act were, or might have been exerciſed by the Preſident and Council, or Select Committee. This Clauſe ſeems to us not at all to apply or extend to the particular Mode in which the Power given ſhall be exerciſed, but only to fix and aſcertain the Extent of it. The ſubſequent Clauſe deſcribes and defines the Manner in which it ſhall be carried into Execution, and it is enacted, That in all Caſes whatſoever, or wherein any Difference of Opinion ſhall ariſe in any Queſtion propoſed in any Conſultation, the ſaid Governor General and Council ſhall be bound and concluded by the Opinion and Deciſion of the major Part of thoſe preſent.

" Suppoſe then a Queſtion to ariſe, Whether the Council ſhould be diſſolved; the Majority of the Members ſhould be of Opinion, that it ſhould not, in Oppoſition to the Governor General; does not the Act expreſly declare, that he by Name ſhall be bound by the Deciſion of ſuch Majority? Suppoſe again, that he ſhould be of Opinion that the Council ſhould not be diſſolved, and the Majority preſent ſhould be of a contrary Opinion; would it be at all conſiſtent with the Act, that he alone, or that he and One other Member, ſhould continue ſitting, and do Buſineſs? If he could do the One, we think he might with equal Propriety do the other. There ſeems to us the ſame Reaſon and the ſame Right for each.

" In every Act, whether of a public or private Nature, the Rule of Conſtruction ought to be, that the Intent and Purpoſe for which the ſame was made and done, ought to be ſubſtantially purſued: How could this be the Caſe, ſuppoſing the Power of diſſolving the Council was veſted in the Governor General? Whenever any Buſineſs came to be agitated, which we will ſuppoſe he ſhould not approve of, how eaſy a Matter would it be for him immediately to diſſolve the Council, and ſo toties quoties, whenever the ſame Caſe ſhould happen. This would ſtop all publick Buſineſs, but ſuch as he alone choſe to enter upon, and in Effect make him abſolute; in both Caſes it would be directly to counteract the moſt obvious Ends and Purpoſes of the Act of Parliament.

" From whence the Idea of this Power ariſes we are at a Loſs to conceive, unleſs from the Nature of the Power veſted in His Majeſty's Governors in our American Colonies and Plantations; there, it is true, the Governor is the ſole Repreſentative and Deputy of the King, and as ſuch has the Power of diſſolving or proroguing their Provincial Aſſemblies as he thinks proper; but then ſuch Power is annexed to the Office by the original Conſtitution granted by the King to thoſe Countries, and expreſly confirmed by His Majeſty's Commiſſion and Inſtructions to each ſucceeding Governor;

which is by no Means the Caſe here: Neither is there, as we conceive, the leaſt Analogy between the Conſtitution of thoſe Countries and this. But even ſuppoſing there ever had been, no Doubt can be entertained, but that the Whole of the Conſtitution of all thoſe Countries is liable to be new modelled and reformed by the general ſuperintending Power of the Britiſh Legiſlature, and is in every reſpect ſubject to their Controul. There the Parliament has thought proper to interfere, and has clearly drawn the Line.

" The Inſtructions from the Court of Directors were, or ought to have been, till this Act of Parliament, the ſole Guide, as we apprehend, for the Governor, or rather Preſident and Council here, to go by: Such Inſtructions are ſtill in ſome Meaſure to be followed, but not wholly ſo. The Court of Directors may, it is true, inſtruct the Governor General and Council, as to the particular Manner of carrying the Act into Execution; but were they to give any one Inſtruction, which might even indirectly tend to counteract it, it would not, we preſume, be doubted, but that ſuch Inſtruction ought to be wholly diſregarded. If ſo, and there is no particular Authority given to the Governor General, either by the King, the Parliament, or the Court of Directors, to exerciſe the Power in Queſtion, we do not ſee from whence it can originate. The Name of Governor General is, with all due Deference, nothing but a mere empty Sound. The Privileges and Powers annexed to ſuch Title is what alone makes it valuable to its Poſſeſſor, or reſpectable to others. What ſuch Privileges and Powers are, can only be known and defined by a Reference had to the Grant by which ſuch Title is conferred; that, in the preſent Caſe, is the Act of Parliament; and we do not find that it either expreſly or implicitly, directly or indirectly, gives any ſuch Power as that claimed by the Governor General.

" We think the Preſence of the Governor General is not eſſential to the Conſtitution of a Council, ſince the Act provides, that in his Abſence, and ſuppoſing the remaining Members to be equally divided upon any Queſtion, the eldeſt Counſellor preſent ſhall have a Caſting Voice, and his Opinion ſhall be deciſive and concluſive.

(Signed) " J. Clavering,
G. Monſon,
P. Francis."

" The Governor General.—This Queſtion has already been put, and amply diſcuſſed, at the Revenue Board, on the 14th inſtant. I do not recollect any Arguments or Authorities by which I can ſuſtain my Part of the Queſtion ſtronger or more appoſite than thoſe which are contained in my Minute upon that Queſtion, and in my Minute of Reply to a preceding Queſtion of Mr. Francis, on that Day, upon the ſaid Subject. If, on the Reviſal of thoſe Minutes, and on an attentive Peruſal of the Minute now delivered in by the Majority, I ſhall find it neceſſary to uſe any further Arguments on the Subject, I will record them. For the preſent, I ſhall only declare, that I abide by my former Reſolutions.

" Mr. Francis moves, That a Letter to the Honourable the Court of Directors be immediately drawn up, and diſpatched over Land, to acquaint them of the Difference which has unhappily ariſen in this Council between the Governor General and Mr. Barwell, on the one Side, and General Clavering, Colonel Monſon, and Mr. Francis on the other, reſpecting a Power claimed by the Governor General to diſſolve the Council at his Pleaſure; the former aſſerting, and the latter denying, the Legality of ſuch a Claim. That the Arguments on both Sides be alſo tranſmitted to the Court of Directors, with the unanimous Requeſt of the Board, that a Deciſion of the above Queſtion be obtained and tranſmitted to this Government, as ſoon as poſſible.

" Mr. Barwell.—I ſee no Objection to it at preſent; if any ſhould occur to me afterwards, I ſhall ſend them in.

" Colonel Monſon agrees.

" General Clavering agrees.

" The Governor General.—I cannot refuſe my Aſſent to the Queſtion, wiſhing equally with the Gentlemen from whom I underſtand the Propoſition to come, an early Deciſion of it. My Sentiments, unſupported but by a ſingle Member of the Board, impoſing every Diſadvantage on me, to which nothing but the Senſe of the Duty which I owe to the reſpectable Powers from whom I hold my Appointment, could induce me to ſubmit; but there are many Objections to the Propoſal, which would have diſſuaded me from being the Mover of it. I do not approve of detached Queſtions being ſent to the Court of Directors, conſidering (as I do) this only a Point of a connected and deliberate Syſtem adopted on the firſt Formation of the Council, and continued without Intermiſſion to this Day. To render our Advices on this Subject complete would require a great Variety of Materials on both Sides of the Queſtion. It will be ſcarce poſſible to commit theſe to * Ceypher in the midſt of the voluminous Diſpatches of the laſt Ship of the Seaſon; and it will be dangerous to tranſmit them in plain Writing. However as the Queſtion has been put, and reſolved on, I will endeavour to perform my Part in the Preparation of the Advices which are to be thus tranſmitted.

" Agreed.—That a Letter to the Honourable the Court of Directors be prepared accordingly, to be tranſmitted to them over Land.

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* Sic in Orig.

“ General Clavering.—The Refuſal which Cantoo Baboo, the Governor General's Banyan, made to comply with an Order of this Board on the 13th inſtant, which required his Attendance here, appears ſo contumacious to the Authority of the Government, that I move that an Order of the Board be immediately given to bring him here to anſwer for his Contempt.

“ The Governor General.—This is the Third Time that ſpecious Pretexts have been made Uſe of to induce me to iſſue a Summons for the Meeting of the Board, to introduce concealed Matter. The Firſt Petition of the Ranny of Burdwan, and all the Proceedings immediately ſubſequent upon it, were introduced in this ſecret Way. A Council was then called in the Revenue Department, at the Requiſition of the Gentlemen of the Majority, for ſpecial Purpoſes, minutely expreſſed; and this was the Subject firſt introduced. The Meeting of the Board in the ſame Department, on the 17th of this Month, was likewiſe deſired for expreſs Purpoſes; and the ſame Queſtion which is now before the Board was then brought on before any other Queſtion was propoſed, although no Intimation of it, or Alluſion to it, had been made in the Requiſition for the Meeting of the Board. The Purpoſe, for which the ſame Gentlemen have required a Meeting of the Board To-day, are expreſſed in the Letter to me recorded on this Day's Conſultation; the firſt Part of which alludes to ſome Matter of great Danger impending on the Second Brigade; yet I find every other Buſineſs muſt be poſtponed, and the ſame Queſtion which was propoſed at the laſt Revenue Board again renewed in this, without the leaſt previous Intimation. What Concluſion am I to draw from theſe Proceedings, but that the ſole Buſineſs of this Board is to treat their Preſident with perſonal Attacks and Indignities?—I will not aſſent to the Queſtion, and I proteſt againſt it.

“ Mr. Francis gives in his Opinion as follows:—I apprehend that the Governor General and Council, or the Majority of them, are legally veſted with a Power to ſummon any Native of this Country, being a Subject of this Government, to attend at the Board; and to proceed againſt the Party refuſing to comply with ſuch Summons, as for a high Contempt. The former Adminiſtration unqueſtionably exerciſed this Power in a Multitude of Inſtances. The preſent Governor and Council, or the Majority of them, are veſted with the ſame Powers, to all Intents and Purpoſes, as the ſame might at any Time heretofore have been exerciſed by the late, or any former Adminiſtration. I think that Cantoo Baboo has been guilty of repeated Acts of Contempt to the Supreme Council of this State, and that our firſt and moſt important Buſineſs and Duty is, to aſſert and maintain our Authority. When this Queſtion is determined, we may immediately proceed to the other Buſineſs before us. I agree to the Motion.

“ Mr. Barwell.—I am againſt the Motion, not knowing any Inſtance of Contumacy that Cantoo Baboo has ſhewn to this Board. I eſteem the Governor General as Head Officer of the State, to execute the Reſolutions of the Government, and to be reſponſible for any Deviation that may be charged to him before a higher Tribunal than this Board. I think this Power proper and neceſſary to be veſted in the Governor General, and that it is veſted in him by the Act of Government; that his Conduct in this Particular cannot be controuled by the Board; for could it, he himſelf might be made the Inſtrument of every Indignity and Contumacy, if any ſuch ſhould be attempted to be thrown on his Office. I therefore do conceive the Governor has a * Nagative to the enforcing of any Act of the Council; that the Council cannot legally enforce any Act but through the Governor General, who is reſponſible, as I have already obſerved, to a higher Power than this Board, for refuſing his Authority to the enforcing a Reſolution that may lower his Office, and render it contemptible. This could never be deſigned by the Legiſlature; and the Governor himſelf is to judge the Inſtances that may ariſe, and the Propriety of his refuſing to concur in the Reſolutions with his executive Authority. Cantoo Baboo is a very old Servant of the Governor General's. It is well known that he would not have acted in Oppoſition to the Orders of General Clavering, Colonel Monſon, and Mr. Francis, had he not conceived in ſo doing, he was acknowledging a Power ſuperior to the Governor's †. If therefore he is called before this Board and cenſured, for not obeying an Order out of the uſual Form and irregular, the Cenſure will not adhere to him, but to the Governor General. This, I think, ſhould be avoided; and any Reſolution that the Board may paſs ſhould be confined merely to our Proceedings, and not publiſhed by an expreſs Act that muſt degrade the Governor General irretrievably in the Eyes of all the Inhabitants.

“ Colonel Monſon.—I think the Conſtitution of this Government has been deeply wounded in the unjuſtifiable Conduct of Cantoo Baboo, in refuſing to obey the Summons ſent him by this Board. This Board has ever exerciſed an Authority to ſend for Perſons before them. This Power, in many Inſtances, was exerted during the laſt Government; and all Powers that they enjoyed are inherent in this Government by the late Act of Parliament. I therefore am for the Queſtion.

“ General Clavering.—No Government can ſubſiſt without its Orders be obeyed. The Reſiſtance which Cantoo Baboo, the Governor's Banyan, has ſhewn in diſobeying an Order of the Government, renders it abſolutely neceſſary, that the firſt Moment that the Council aſſembled ſhould be employed in aſſerting and vindicating its Authority. The Contumacy of this Man is ſo much the greater, as he has dared to make uſe of the Governor General's Name as a Reaſon for his Diſobedience. I therefore could wiſh that the Governor General himſelf would, in Support of his own Dignity, unite with the other Members of the Board in bringing this Man to condign Puniſhment.

“ Governor

* Sic in Orig.

† Sic in Orig.

" Governor General.—Cantoo Baboo, as the Servant of the Governor, is conſidered univerſally as the Firſt native Inhabitant of Calcutta. I obſerve the Streſs which has been laid upon the opprobrious Term Banyan, applied to him, which is not applicable to him, if uſed in the ſame Senſe by which the common Brokers in this Place are diſtinguiſhed under that Appellation. He is a Man of a very creditable Family, not a Native of Calcutta, and has been publicly known many Years in this Country, in which his Character is to this Day irreproachable. As my Servant, he is amenable to the Juriſdiction of the Superior Court of Judicature, by the expreſs Words * upon Act of Parliament. He was not ſubject to the Mayor's Court, in which the Exerciſe of the Engliſh Law was veſted before the Conſtitution of the Superior Court. Any Concluſions therefore drawn from the Practice of former Governments, in which different Rights and Powers were ſuppoſed to be inherent, but have been ſince expreſsly abrogated, are fallacious and unwarranted. I repeat, that I am againſt the Queſtion.

" General Clavering.—I underſtand that Cantoo Baboo is the Governor General's Banyan, in the ſtrict Senſe in which that Term is underſtood in Calcutta; that he exerciſes all the Functions of that Office, whatever it may be. I am not acquainted with his Origin; but I have always underſtood that he was Mr. Sykes's Banyan before he entered into the Governor General's Service; but he is a Farmer, as I have ſaid before in the Proceedings of the Revenue Board, to a conſiderable Amount, and in that Quality alone I call upon the Governor General to declare whether he is not amenable to this Board.

" Governor General.—Amenable to this Board as a Farmer? moſt undoubtedly he is, if by amenable is meant accountable for his Rents; but it appears then, that I have been all along deceived. I thought he had been called upon for other Purpoſes, with which his Profeſſion as a Farmer had not even the moſt diſtant Relation. If I underſtand the Engliſh Law, and the univerſal Principles of Juſtice, the Application of a legal Power to illegal Purpoſes, the Aſſertion of a Right to a legal Power for Purpoſes which do not appertain to it, is Oppreſſion. If this is the Uſe that the Board mean to make of their Authority which they hold over the Farmers of the public Revenue, I ſhall proteſt againſt it in every Inſtance, as tending to reduce thoſe who unfortunately hold thoſe Offices to the laſt Degree of Servitude, to diſcourage Men of Property and Credit from offering themſelves as Farmers, and thereby eſſentially to injure the public Revenue.

" General Clavering.—I have declared in my Motion, that my Reaſons for propoſing that Cantoo Baboo might be brought here, † was to anſwer for his Contempt. Perhaps, in the other Council, I will take Care that he anſwers for all the Balances which may be due from him, for thoſe immenſe Farms which he has been ſuffered to relinquiſh, to the Amount of Eight Lacks of Rupees. It is ſufficient for the preſent, that the Board carry into Effect what has already been reſolved by the Majority of the Board.

" Governor General.—I muſt proteſt alſo againſt this Reſolution of General Clavering, againſt all its Conſequences, underſtanding it as a Declaration to puniſh Cantoo Baboo in his Character of a Farmer; not for his Conduct in the Diſcharge of that Truſt, but for his Conduct in Matters which have no Relation to it.

" General Clavering.—I have never ſaid that I would puniſh him; I ſaid that I would make him accountable for whatever Balances may appear to be due from him. If that is a Puniſhment he certainly ſhall receive it, as far as my poor Endeavours can be uſed to forward it.

" Governor General.—I ſtill adhere to my ‡ Inſtruction of the General's Declaration, as it is not connected with any Subject that has Relation to his Farms, nor furniſhed by any apparent Occaſion in the Management of them. Whether I am right or wrong the Court of Directors will be the Judges.

" Agreed to the Motion of General Clavering, and ordered, that the Secretary iſſue a Summons for the Attendance of Cantoo Baboo.

" The General further moves, That an Order in the uſual Form be immediately ſent to Cantoo Baboo to attend, with Directions to the Meſſenger to leave it at his Houſe, if he ſhould not find him at Home, to direct him to attend on the Council, on the firſt Day of its Meeting, of which the Secretary ſhall give him previous Notice.

" Mr. Francis.—I agree.
" Mr. Barwell.—I agree.
" Mr. Monſon.—I agree.
" Governor General.—Having objected to the firſt Queſtion, I cannot give my Aſſent to this.

" Agreed to the above Motion of General Clavering's.

" Ordered, That the Secretary do immediately ſend the Summons to Cantoo Baboo, and that he give the propoſed Directions to the Meſſenger.

(Signed at the End)

" Warren Haſtings,
J. Clavering,
Geo. Monſon,
Rich. Barwell,
P. Francis."

Read,

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* Sic in Orig.

† Sic in Orig.

‡ Sic in Orig.

Read, alſo, the following Extract from Page 1583 of the ſame Book, and ſame Conſultation.

“ Cantoo Baboo, attending according to the Summons of the Board, is called in, and Colonel Monſon propoſes the following Queſtions to be put to him.

Q. Did you receive a Summons from this Board on Monday the 13th inſtant, to attend them?

Mr. Auriol, Aſſiſtant Secretary, is deſired to interpret the Queſtions to Cantoo Baboo, with his Anſwers; and having accordingly put the above Queſtion to him, he anſwers,

A. I did.

Q. Why did you not come?

A. I was with the Governor, who heard of the Summons, and ſaid, What Occaſion is there for your going? Don’t go.

Q. Are you not ſenſible that the Authority of this Government is placed in the Council?

A. We Bengallies, the People of this Country, know that the Governor’s Orders are in Force upon us, and that next to theſe the Orders of the Council are over us.

Q. Would you not have obeyed the Orders of the Council, if the Governor had not told you to diſobey them?

A. I certainly ſhould have obeyed the Orders.

Q. Did you receive a Summons on Tueſday the 14th inſtant to attend the Board of Revenue?

A. I did receive it.

Q. Why did you not obey it?

A. For the ſame Reaſons as thoſe I before mentioned.

Q. Did you not receive another Order to attend the Board of Revenue on Friday the 17th inſtant?

A. I did not receive any on Friday. I got One on Saturday, to attend at the Firſt Council; and I returned for Anſwer to Mr. Sumner, that I would attend at the Firſt Council. I went to Mr. Sumner’s that Morning, and I learnt that there was no Board there, but he directed me to be preſent on the Firſt Council Day.

Q. Did you receive an Order of this Board to attend here To-day.

A. I received no written Order To-day. A Perſon left Word at my Gate, and on receiving the Notice I came.

Q. Do you know from whom that Perſon came?

A. I did not ſee the Peon. My People told me that a Peon had come with an Order of Council, and had left Word, that it was the Council’s Order for me immediately to attend.

Cantoo Baboo is now ordered to withdraw.

“ General Clavering.—The Governor having threatened me, for having propoſed a Form of Puniſhment for Cantoo Baboo, that which he uſually inflicts every Day upon the poor Natives, by putting them in the Stocks by Ten or Twelve at a Time; that if I meant any Thing perſonal to him, he would make me anſwer for it with his Life: I therefore move, that Cantoo Baboo be put into the Stocks, to have that ſame Puniſhment inflicted upon him which the Governor inflicts every Day upon ſo many miſerable Hindoos, barely for eaſing themſelves upon the Eſplanade Two Miles Diſtance from the Town.

“ The Governor General.—The General has not uſed my Words, which I will repeat. The General had Twice propoſed, and in the Language of a Menace, that Cantoo Baboo ſhould be put in the Stocks. I ſaid, if he attempted any Thing in his own Perſon, and by his own Authority, I would oppoſe it with my Perſon, or perſonally oppoſe it at the Peril of my Life. I added, that if he made uſe of the Law, I would oppoſe him by the Law. Mr. Barwell, are theſe my Words?

“ Mr. Barwell.—I remember Words to ſuch Effect.

“ General Clavering.—I deny having uſed any Language, or any Appearance of Menace to the Governor General; I know too well what I owe to his Situation to be guilty of it. As he muſt have been acquainted with the uſual Forms of Puniſhment for Contempts, I applied to him to know what it was, and aſked him if the Stocks were not uſed upon ſuch Occaſions. I was then ſurprized to hear him declare, that he would reſent perſonal Attacks (or Words to that Effect) with his Life.

“ The Governor General.—I cannot help remarking the Pains taken by General Clavering, by Alluſions to every Part of my Conduct, and loading it with Terms of Reproach, to provoke me beyond the Line of that Moderation and Temper, which I have exerciſed in a Courſe of almoſt exhauſted Patience, during the laſt Six Months. I was firſt attacked on the Subject of the Jaut Malla Cutcherry, which was repreſented as arbitrary and oppreſſive, although this has exiſted from the firſt Eſtabliſhment of the Company, and had no Relation to the Subject of Debate before us. If it was improper, why was it not propoſed long ago that it ſhould be aboliſhed? Why reſerved for this Time, to be made uſe of as an Inſtrument of Provocation? The Stocks were erected on my firſt coming to the Government to preſerve the Air of the City from the fouleſt Nuiſance; they have continued ever ſince, and I have always underſtood, that it was univerſally looked upon as a Benefit; if it was wrong or illegal, why have they ſo long been permitted to remain there? A Motion of the Board might have effected their Removal; but to propoſe to inflict ſuch a Puniſhment, ſo diſgraceful to a Man of Character and Credit, would be an Extenſion of Rigour equal to Death.

" Mr. Francis moves for an Adjournment of the Board.

" Mr. Barwell has no Objection.

" Colonel Monſon.—I conſent to the Motion.

" General Clavering.—I agree to adjourn.

" The Governor General.—I have no Objection.

" Agreed, that the Board do adjourn accordingly.

(Signed) at the End,

" Warren Haſtings,
J. Clavering,
Geo. Monſon,
Rich^{d} Barwell,
P. Francis."

Then the Managers for the Commons propoſed to read the Conſultation of the 13th of March 1775.

The Counſel for the Defendant objected to the ſame, inaſmuch as the Poſition of the Evidence was not varied by any Thing contained in the Conſultation of the 20th of March 1775, from what it was before that Conſultation was read.

The Managers for the Commons being heard in Anſwer to the ſaid Objection, were aſked, " If they would not ſtate the Whole of the Circumſtances upon which they meant to rely, as a Ground to entitle them to read the Proceedings of the 13th March 1775, abovementioned."

The Managers for the Commons deſired leave to withdraw:

And being returned, requeſted the Deciſion of the Houſe upon the Evidence as it now ſtood, reſerving to themſelves a Liberty in future to lay any other Ground for the Introduction of the Proceedings of the 13th March 1775, if neceſſary.

Then the Houſe adjourned to the Chamber of Parliament.

tinued ever ſince, and I have always underſtood, that it was univerſally looked upon as a Boon; if it was wrong or illegal, why have they ſo long been permitted to remain there? A Majority of the Board might have effected their Removal; but to proceed to inflict ſuch a Puniſhment, ſo diſgraceful to a Man of Character and Credit, would be, in Effect, a Stigma [illegible]

"Mr. Francis moves for an Adjournment of the Board.
"Mr. Barwell has no Objection.
"Colonel Monſon.—I conſent to the Motion.
"General Clavering.—I agree to adjourn.
"The Governor General.—I have no Objection.
"Agreed, that the Board do adjourn accordingly.

Warren Haſtings,
J. Clavering,
Geo. Monſon,
Rich. Barwell,
P. Francis.

Then the Managers for the Commons propoſed to read the Conſultation of the 13th of March 1775.

The Counſel for the Defendant objected to the ſame, inaſmuch as the Foundation for it in the Evidence was not varied by any Thing contained in the Conſultation of the 13th of March 1775, from what it was before that Conſultation was read.

The Managers for the Commons being heard in anſwer to the ſaid Objection, were aſked, "If they would not ſtate the Whole of the Circumſtances upon which they meant to rely, as a Ground to entitle them to read the Proceedings of the 13th March 1775, abovementioned."

The Managers for the Commons deſired leave to withdraw.

And being returned, requeſted the Deciſion of the Houſe upon the Evidence as it now ſtood, reſerving to themſelves a Liberty in future to lay any other Ground for the Introduction of the Proceedings of the 13th March 1775, if neceſſary.

Then the Houſe adjourned to the Chamber of Parliament.

Die Mercurii, 27° Maii 1789.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid, "Gentlemen, Managers for the Commons, and you Gentlemen who are of Counſel for the Defendant, the Lords have come to this Reſolution, That the Examination of Nundcomar, and the reſt of the Proceedings of the Councillors on the 13th of March 1775, after Mr. Haſtings left the Council, ought not to be read; and this Reſolution they have commanded me to communicate to you."

Then the Managers for the Commons deſired, that Philip Francis Eſquire might be called to prove that a Letter from the Munny Begum to the Rajah Nundcomar, charging Mr. Haſtings with the Receipt of Three Lacks and an Half of Rupees, was delivered in to the Council on the 13th of March 1775, and that Mr. Haſtings knew the Begum had written ſuch a Letter.

Accordingly PHILIP FRANCIS Eſquire, was called in; and being ſworn was examined as follows:

Q. Whether an Enquiry was not inſtituted upon a Charge made by the Rajah Nundcomar in the Council of Bengal?

The Counſel for the Defendant deſired that, before the Witneſs anſwered that Queſtion, he might be aſked, whether there was any Enquiry inſtituted, except what was taken down in Writing by way of Conſultation?

A. I know of no other.

The Counſel for the Defendant objected to the former Queſtion being put by the Managers for the Commons.

Q. (*by Managers*). Did a Perſon called Nundcomar appear before the Council; and was he examined, and to what Points?

The Houſe informed the Managers for the Commons it was impoſſible to put that Queſtion, after the Witneſs had ſaid there was no Tranſaction at that Time but what was reduced into Writing.

Q. After Mr. Haſtings left the Council on the 13th Day of March 1775, was any Proceeding continued before it?

A. After Mr. Haſtings left the Council, which I think was on the 13th of March, there were Proceedings.

Q. (*by a Lord.*) And they were alſo taken down in Writing?

A. And they were alſo taken down in Writing.

Q. (*by Managers.*) Whether among thoſe Proceedings a Letter from the Munny Begum was not delivered in, mentioning certain Circumſtances tending to prove that Mr. Haſtings had received a Bribe from her of Two Lacks and a Half of Rupees?

The Counſel for the Defendant objected, that the Letter would ſpeak for itſelf, and that parole Evidence could not be given of its Contents.

Then the Witneſs was directed to withdraw.

Then the Managers for the Commons deſired a Letter from Mr. Haſtings to the Court of Directors of the 25th of March 1775 might be read, to ſhew that though he had entered into a minute Defence againſt every other Charge alledged againſt him at that Time, he had not taken the leaſt Notice of the Letter of the Munny Begum delivered in by the Rajah Nundcomar.

Read, from Book 177, already delivered in, the following Extract of a Letter from Mr. Haſtings to the Court of Directors, dated 25th March 1775.

" Honourable Sirs,

" I have the Honour to ſend you a Triplicate of my Addreſs of the 10th of January, a Duplicate of my laſt, and Obſervations on the Minutes ſent by the Gentlemen of the Majority to your Honourable Court, with the laſt Diſpatches.

" The various and accumulated Attacks which have been made upon me by my Adverſaries exceed my Abilities, and the narrow Compaſs of my Time, to repell them by that circumſtantial Mode of Defence which I have made Uſe of in my former Addreſſes.

" I beg Leave to recall to your Attention the original Points of Controverſy which formed the Subjects of our Firſt Appeals. Theſe were, on their Part, a Condemnation of the Rohilla War, a Juſtification of their Reſolutions for the Recall of the Brigade, and the Diſmiſſion of my publick Agent from his Appointment at the Court of the Vizier Sujah Dowla; and on mine, a Vindication of that War, and a Proteſtation againſt their Reſolutions.

" Not truſting to their Strength on this Ground, they ſhifted the Scene to the Treaty of Benaris, which they endeavoured to decry, and I have defended.

" Their next Attack was on the Management of your Collections and Finances. Thoſe were repreſented as in a State of irretrievable Ruin, and theſe exhauſted; with what Truth you will judge from Facts, which ſuperſede all Argument.

" On all theſe Points I have fully replied; and it reſts with you to determine on the Juſtice of their Accuſations and my Defence. Neither my Judgement nor my Conſcience will allow me for a Moment to fear for the Iſſue of your Deciſion.

" To this Period the Conteſts between the Majority and me were confined to Subjects of a public Nature, although my Conduct and Character, my Credit at Home, and my Influence here, were the ultimate Objects of them. Perhaps even theſe Retroſpections were foreign from the Deſign of the Legiſlature in the Conſtitution of this new Government, inveſted with ſuch extended Powers, and a Charge of ſuch vaſt Importance to the Britiſh State. I have long ago, in my Letter to the Honourable Court of Directors, dated 11th November 1773, offered to you my Opinion of their Effects, at a Time when it was impoſſible for me to foreſee the preſent Occaſion for the Application of it.

" The firſt Acts of the Majority manifeſtly ſhew, that their Aim was either by continual Provocations to induce me to throw up my Seat, and leave them the ſole uncontrolled Maſters of this valuable State, or by annihilating my preſent Influence, to render me a Cypher in it; and, by miſrepreſenting the Meaſures of my former Adminiſtration as univerſally tending, and even ſyſtematically calculated for the Ruin of your Intereſts, and the national Honour, in this Country, to effect my Removal by a ſuperior and legal Authority.

" The ruling Principle and Spring of all their Actions is fairly but rather unguardedly explained in their firſt Letter of Appeal, in the Declaration, " That the Juſtification of their Conduct muſt of Neceſſity carry with it, and could only be ſupported by a ſtrong and deliberate Cenſure of the preceding Adminiſtration." I have admitted the Truth of this Propoſition, in the Application of it, to ſuch of their Meaſures as are directly contradictory of * thoſe of the preceding Adminiſtration, but I will not allow it to be either juſt or fair, applied to Meaſures with which theſe have no Relation; but it is a powerful, though trite, Policy, to which the unthinking Part of the World have too often been the Dupes; to ſuch let them addreſs themſelves; I truſt that my Cauſe will be decided by other Judges.

* Sic in Orig.

" The ſubſequent Tranſactions have not even the Pretext of a public Object, but are directly and openly levelled at myſelf. The Ground is popular, and calculated to the Temper of the Times; and whatever be the Iſſue of them, there are Thouſands on whom the bare Allegations will fix an indelible Impreſſion.

" On the 10th inſtant an Engliſh Letter, containing Engliſh Accounts, was brought to the Board, in the Name of the Ranny of Burdwan, by a Servant of Mr. Joſeph Fowke, charging me perſonally with having received the Sum of 15,000 Rupees as a Preſent from Dewan Bridjoo Kiſhore Roy.

" On the next Day a weightier Charge was delivered to the Board, in the public Department, through the Hands of Mr. Francis, from Maha Raja Nundcomar, of various Preſents having been received by me, which, on the moſt probable Eſtimation of the indefinite Sums, added to thoſe which are particularly ſpecified, muſt have amounted to many Millions of Rupees.

" The Proceedings of the Board, and of the Majority continued by their own Authority, on thoſe Accuſations, will be found at large in the Conſultations of the 10th, 11th, 14th, and 17th inſtant, in the Revenue Department, and of the 11th, 13th, and 20th, in the Public Department. I beg Leave to refer to theſe Records, as I think it neceſſary that you ſhould have the moſt complete as well as the moſt authentic Information of the Subject.

" Thoſe relating to the Allegations of Raja Nundcomar have been committed to the Hands of your Attorney, for the Purpoſe of commencing a Suit at Law againſt me, in the Name of the Company, for the Recovery of the Sums ſaid to have been received by me from Munny Begum in the Year 1772; I reſerve my Defence for the ſame Channel, not chuſing to give my Adverſaries an Advantage by anticipating it, nor to beſpeak your premature Judgment on a Cauſe thus depending. I do not mean to reſtrict myſelf ſolely to this Mode of Defence; let the Law have

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its Effect, and I am willing, and I ſhall be proud to ſubmit all my Tranſactions, of what Nature ſoever, to your Juſtice, in any Way or Form which you ſhall preſcribe. In the mean Time, I beg that you will ſuſpend your Opinion upon my Conduct, except in thoſe Parts of it on which you have complete Materials to decide, and in which your earlieſt Deciſion is required; in this Deciſion the Conduct of my Opponents muſt neceſſarily be involved.

" A combined and declared Majority of the Council have ſtood forth as my Accuſers; I appeal for the Truth of this Aſſertion to the whole Tenor of their Conduct ſince their Arrival in this Country, and to the undoubted Evidences which appear on the publick Records of the laſt Fifteen Days Conſultations, that theſe Gentlemen are themſelves Parties if not the Principals, as, in my Heart, I believe them to be, and ſuch the World eſteems them; and the Ranny of Burdwan and Raja Nundcomar little more than Inſtruments and oſtenſible Agents in the Accuſations preferred by them againſt me.

" Whether conſidered as my Accuſers, or as joint Members of the Adminiſtration, I diſclaim their Right to erect themſelves into a Tribunal to try my Conduct; nor ſhould any Conſideration prevail upon me to ſubject myſelf to ſuch a State of Humiliation.

" As little do I judge it conſiſtent with my own Honour or your Intereſt to ſuffer the Firſt Member of this State to be perſonally arraigned at the Council Board, and expoſed to the Inſolence and Calumnies of a Miſcreant like Nundcomar. Had the Majority been diſpoſed to accept of my Propoſition of appointing a Committee for proſecuting their Enquiries, either into theſe or the Ranny's Allegations, they might have obtained the ſame Knowledge and all the Satisfaction in this Way that they could have expected from an Inquiſition taken by the Board at large; their Proceedings would have had the Appearance, at leaſt, of Regularity, and my Credit would have been leſs affected by them. The only Point which they could poſſibly gain by perſiſting in bringing ſuch a Subject before the Board, was to gain a publick Triumph over me, and to expoſe my Place and Perſon to Inſult.

" Reduced to this Extremity, and ſupported only by a ſingle Member of the Board, whoſe Behaviour and Reaſonings on this Occaſion will I truſt do him Honour in your Eyes, although they availed but little againſt a precombined Reſolution, I had no Alternative left but to yield to the Indignities offered me, or to make uſe of the Authority which the ancient and unrepealed Conſtitution of your Service has veſted in the Preſident of your Council, to declare the Meeting diſſolved. My Declaration had no Effect with them, nor did I expect it would; it reſts with you to determine whether in the Inſtance I uſurped, (or to ſpeak more properly aſſerted) a Privilege to which I had no lawful Claim, or whether I am juſtified by the ancient and invariable Practice of the Service, and by the Neceſſity of the Caſe, in that Reſolution. This Point was debated and fully diſcuſed in the next Day's Conſultation at the Revenue Board, and of Courſe determined by the Majority in favour of the Practice which they had already begun. I cannot add any Argument to thoſe which appear in my Minutes upon this Queſtion to prove the Legality of my Claim: I truſt they will be found concluſive in point of Fact, and am confident that the Reaſonableneſs of this Power, and its Neceſſity in various Caſes, will not eſcape your Penetration; Without it a prevailing Faction in the Council might have it in their Power at any Time to ſteal in and obtrude Buſineſs on the Board, for which the other Members were unprepared, and they would have Opportunities of impoſing ſuch Indignities upon their Preſident, as he could only avert by a Reſignation of his Office and of the Service. In ſuch Caſes the only Remedy ſeems to be, that the Power which ſummoned the Meeting ſhould diſſolve it, and this ſurely could not be more properly exerciſed than in the preſent Inſtance, when not only new Matter was attempted to be introduced foreign from the declared Purpoſe of calling the Meeting, but even a perſonal Indignity and wanton Triumph over my Weakneſs in the Adminiſtration were prepared for me.

" My Adverſaries will doubtleſs alledge, that whatever was the Conſtitution formerly in this Reſpect, ſuch a Privilege does not now exiſt. I have carefully examined this Point; I find no Alteration expreſſed in the Act of Parliament in reſpect to the Powers of the internal Conſtitution of the Council, except One ſingle Point, namely, that in the old Council the Firſt Member was ſtyled Preſident, a Title ſpecifically including him in the Number of the Council, and aſſigning him only the Firſt Seat in it; and in the new Eſtabliſhment he is dignified by a higher and excluſive Title, and, in a Manner, ſeparated from the other Members. How far the Wiſdom of the Legiſlature meant by this Diſtinction to extend the Privileges of the Chief of this Government is not for me at preſent to enquire; but ſurely it is concluſive as to their Intention of neither diminiſhing nor abrogating the inherent Rights of the former Chiefs, unleſs ſpecially taken away by other Clauſes of the Act. Beſides, I even find in the Act itſelf, a poſitive Declaration that the Rights of the Governor General and Council ſhall remain to them in like Manner, to all Intents and Purpoſes, as they were at any Time before exerciſed by the Preſident and Councils. I may err in this Conſtruction, and ſuffer a Subject, too nearly allied to my Feelings, to impoſe on my Judgement; but I am confident, whatever may be the Opinion as to the Right, that with you, Gentlemen, and with all wiſe and moderate Men, nothing will juſtify the Intemperance of my Opponents, who compelled me, by every Circumſtance of uſeleſs and indecent Provocation, to fly to ſuch an Expedient as the only Means of ſaving me from perſonal Inſult.

" You will obſerve the Attempts that have been repeatedly made by the Majority to compel the Attendance of my Two principal Servants before them. In this Inſtance alſo I preſume to affirm, that they acted without a Precedent, and without any legal Authority. To thoſe who know the Cuſtom and Manners of the Country, this will be conſidered as an Outrage offered directly to myſelf, and, whatever Colour may be given to it, I believe there is not a Man in this Place that looks upon it as intended for any other Purpoſe; if it were poſſible to aſcribe it to any other, the Behaviour of General Clavering at the public Council Board on the 20th would have put it beyond the Poſſibility of a Doubt.

“ Again, I beg Leave to refer you to the Peruſal of the Conſultations upon theſe Subjects, of which I wiſh that not a ſingle Word ſhould eſcape your Obſervation.

“ Although I have declined entering, at this Time and Place, into a Refutation of the Accuſations which have been preferred againſt me, in the Names of Nundcomar and the Ranny of Burdwan, yet I do not think it proper to paſs them wholly unnoticed.

“ You are well informed of the Reaſons which firſt induced me to give any Share of my Confidence to Nundcomar, with whoſe Character I was acquainted by an Experience of many Years. The Means which he himſelf took to acquire it were peculiar to himſelf. He ſent a Meſſenger to me at Madraſs, on the firſt News of my Appointment to this Preſidency, with pretended Letters from Munny Begum and the Nabob Yeterâm o’Dowla, the Brother of the Nabob Jaffier Ally Cawn, filled with bitter Invectives againſt Mahomed Reza Cawn, and of as warm Recommendations, as I recollect, of Nundcomar. I have been ſince informed by the Begum, that the Letter which bore her Seal was a complete Forgery; and that ſhe was totally unacquainted with the Uſe which had been made of her Name till informed of it by Juggut Chund, Nundcomar’s Son-in-law, who was ſent to her, expreſsly to intreat her not to divulge it. Mr. Middleton, whom ſhe conſulted on the Occaſion, can atteſt the Truth of this Story. I have not yet had the Curioſity to enquire of the Nabob Yeterâm o’Dowla, whether his Letter was of the ſame Stamp, but I cannot doubt it.

“ The Promiſe, which he ſays I made him, that he ſhould be conſtituted Aumeen, that is, Inquiſitor General over the whole Country, and that I would delegate to him my whole Power and Influence, is ſomething more than a negative Falſehood. He did Once or Twice intimate to me a Wiſh of the Kind, but with ſo little Succeſs that, for a while, he wholly dropt it. On Mr. Reed’s Return from the Coaſt, where he had been on Leave of Abſence, Nundcomar made his Application to him for the ſame Employment, hoping through his Influence to obtain it. Mr. Reed, deceived by his Suggeſtions, brought the Propoſition before the Board, and ſupported it with Warmth; but it was rejected. The Manner in which this Matter was then introduced, contains ſtriking Proofs of the incendiary Character of the Man; and the Proceedings will ſhew the Grounds on which the Propoſition was rejected.

Vide Conſultation 13th Feb. 1773.

“ For the Enquiries which were made into the Conduct of Mahomed Reza Cawn and Raja Shitabrôy, I beg Leave to refer to the Proceedings themſelves, in which every Voucher and every Evidence that I could obtain from Nundcomar are recorded at length, and you will yourſelves be the beſt Judges of the Diligence which was exerted by me in the Proſecution of them. Mahomed Reza Cawn, who was brought to Trial by your expreſs Commands on formal Charges exhibited againſt him, was confined under a Guard of Sepoys, from April 1772 to June 1773. Shitabrôy, although there had not been any expreſs Commands received from you concerning him, was in like Manner confined from May 1772 to June 1773; and the moſt public Notice was given with reſpect to both, that every Complaint againſt them would be heard and ſtrictly tried.

“ The Reaſons for appointing a native Officer at the Head of the Khalſa, and the particular Reaſons which induced the Committee to make Choice of the Son of Raja Doolubram for that Office, appear on the Records of that Time.

“ I recollect an Information given me by Nundcomar, concerning the pretended Uſurpations made by the Rajah of Benares of the Purgunnahs of Keera, Mungrora, and Bedjygur, on the Province of Bahar, but at a much more diſtant Period of Time than Nundcomar has aſſerted; I do not recollect his mentioning it again when I ſet out for Benares, neither did I ever intimate the Subject either to Cheyt Sing or his Miniſters, becauſe I knew I could not ſupport the Claim, and to have made it and dropped it would have been in every Senſe diſhonourable. Not that I paſſed by it with Indifference or Inattention; I took Pains to inveſtigate the Foundation of this Title, and recommended it to the particular Enquiry of Mr. Vanſittart, who was the Chief of Patna at the Time in which I received the Firſt Intimation of it. The following Letter and Voucher, which I received from him, contain a complete State of this pretended Uſurpation.

‘ Extract of a Letter from George Vanſittart Eſquire, Chief at Patna, to the Governor, dated the 25th September 1772.

“ When I was at Moorſhedabad you mentioned a Report of a Pergunnah’s having been alienated from this Province, and given by Shitabrôy to Raja Bulwant Sing.—I aſked you, If you meant Bejugur or Chouſa. You ſaid, No. Neither of theſe was the Name. That the Place you meant was ſomewhere in the Neighbourhood of Rotas.—Since my Return hither I have been making particular Enquiry, and I imagine Mungrore muſt be the Pergunnah you ſpoke of, but it is not in the Neighbourhood of Rotas: It belongs properly to Shawbad, and is ſituated not far from

Banaris. It paid its Revenue to this Province till 1085, or 1677. In 1086 it was all given away to Jagheedars, and the Bahar Government has never ſince received a Rupee from it. About Eight Years ago Meer Jaffier made a Preſent of it to Bulwant Sing, to whom it was confirmed by Lord Clive and * Carnac; and he afterwards procured Sunnuds, as an Altumgau, from the King and the Vizier.—Incloſed are Copies of theſe ſeveral Papers.

* Sic in Orig.

" Memorandum of a Sunnud and Firmaun, from the beginning of the Month Shâbaan, in the Eighth Year of the Reign of the King Shaw Allum.

" The Sum of 16,80,083 Daums on the whole Pergunnah of Mungrore in the Sircar of Shâhabâd in the Subah of Bahar, the Revenues of which amount to 50,000 Rupees and upwards, is granted, agreeably to the Zimmum, from the latter End of Rubby ul Owel, as a free and unconditional Gift to Rajah Bulwant Sing, and to his Heirs, without the Aſſociation of any other Perſon, and with an Exemption from the Payment of all Cuſtoms.

" The Contents of the Zinnum.

" The Whole of the Pergunnah of Mungrore, in the Sircar of Shâhabâd, in the Subah of Bahar, is granted as a free and unconditional Gift to Raja Bulwant Sing and his Heirs; Tanca 16,80,083 Daums, Jumma of the Pergunnah 50,000 Rupees and upwards.

" Copy of a Perwannah under the Seal of the Vizier ul Mulk Sujah ul Dowlah Bahadre Sufdur Jung, from the 29th of Shâbaan in the 8th Year of the Reign of his Majeſty Sha Allum, agreeably to the above illuſtrious Firmaun of the 15th of Shâbaan, in the 8th Year of the Reign, the Sum of 16,80,083 Daums on the whole Pergunnah of Mungrora, the Revenue of which amounts to 50,000 Rupees and upwards, with an Exemption from the Payment of all Duties from the Middle of Rubby ul Owel, agreeably to Zimman, is granted as a free and unconditional Gift to Raja Bulbant Sing Bahadre, and to his Heirs.

" Contents of the Zimmum.

" The Tunca, as a free Gift and Donation to Rajah Bulwant Sing, on the whole Purgunnah of Mungrore, in the Sircar of Shahabad, in the Subah of Bahar, 16,83,083 Daums; the Revenue of the ſaid Purgunnah 50,000 Rupees.

" Copy of a Sunnud from Meer Mahomed Jaffier Cawn Bahadre, written the 20th of Rujjub, in the 5th Year of the Reign of His Majeſty Shah Allum.

" In Conſideration of the Attachment and Services of the High and Mighty Raja Bulwant Sing Bahadre, the Revenue of 16,80,083 Daums in the Pergunnah of Mungrore, with the Phouſdarry and other Duties uſually paid to Government, are remitted to him, and given for his own Emolument, that he may be always ready to protect that Quarter. Dated as above.

" Copy of the Treaty under the Seals of the Nabob Sabut Jung (Lord Clive) and General Carnac Bahadre.

" In the Fifth Article of the Treaty between the Nabob Sujah ul Dowlah and the Nabob Nudjum ul Dowlah Bahadre, Nizam of the Soubah of Bengal and Bahar, and the Engliſh Company, which was acceded to by His Sacred Majeſty, and ſigned and ſealed by the reſpective Parties, the Affair of Rajah Bulwant Sing is mentioned as follows:

" Article the 5th. Rajah Bulwant Sing ſhall be eſtabliſhed and continued in the Zemindarries of Benaris, Gauzipore, and alſo the other Diſtricts which he poſſeſſed at the Time he entered into Alliance with the Nabob Meer Jaffier Khan Bahadre and the Engliſh, upon Condition of his paying the ſame Revenues as heretofore.

" Memorandum of Particulars relating to the Pergunnah of Mungrore, extracted from the Records.

" From the Records of the Year 1085, it was annexed to the Khalſa Shereefa. In the Year 1086 'till the Year 1136 Fuſſelly, the Whole of the Purgunna was relinquiſhed to Jagheedars.

" In the Year 1140 Three Lacks and 5,000 Daums reverted in Charge to the Nizamut, and remained as a Depoſit till the Year 1142, and were annexed to the Caboleat of Shâhabad; the remaining Sums continued under the Jaghedars.

" From the Year 1143 Fuſſelly to the Year 1170, the Records of the Whole of this Purgunnah were re-annexed to the Nizamut.

" From the Year 1171 Fuſſelly, in the Records of the Nizamut, it was conſidered as ſeparated from the Authority of the Nizamut. It appeared that Rajah Bulwant Sing had obtained a Sunnud for the whole Purgunnah as an unconditional Gift, and was in Poſſeſſion of it. The Sunnud is not in the Records.

" A true Tranſlation.

" (Signed) J. H. D'Oyly,
A. P^{r}. T^{r}."

" The Reaſons which prevailed on the late Board to grant the Purgunnah of Bahbund to Cantoo Baboo my Servant, will appear in the Conſultations of the 12th and 19th of July 1774, in the Revenue Department; to thoſe I refer. You will find that this is not a Part of the Zemindarry of Ranny Bowanny, nor ever in her Poſſeſſion, but a Mahl or Diſtrict depending immediately on Government, and lying on the Frontier of the Province; that no Kind of Indulgence was ſhewn to my Servant in this Grant, but an Advantage provided for Government by the Peſhkuſh, or Fine to be paid, and by the Security which the Collections of it would naturally derive from being in the Charge of a Man of Buſineſs and Property.

" The Sunnud was never granted, though ready drawn up, and in my Poſſeſſion, from the Time of the Order of Councils, nor of Courſe the Peſhkuſh paid, becauſe I choſe to defer the Confirmation of it till the Aſſembly of the new Council.

" The Majority, in their ſeparate Meeting of the 17th inſtant, have thought proper to deprive Cantoo Baboo of this Grant, for Reaſons which they are yet to ſeek. One, indeed, they have aſſigned; namely, that the Perſon in whoſe Name it was granted was deſcribed as a Man of Credit and Property, but proved, on Enquiry, to be a Boy of Ten Years of Age. You, Gentlemen, need not be told, that it is the conſtant Practice of the Gentoos to regiſter all Deeds and Contracts, and apply for all Grants in the Names of their Sons: Locknaut Nundee, the nominal Zemindar, is the Son of Cantoo Baboo, whom the Board intended by the above Deſcription.

" As to the Charge of withholding from Nundcomar a Palakeen which he lays Claim to, I am aſhamed to reply to ſo futile an Accuſation. The Encloſure, N° 2, delivered to me by Mudgelis Roy, the Vakeel of Rajah Shitabrôy, contains all that I know of this Affair; except that the Palakeen is in my Poſſeſſion, as I am told, for I have never ſeen it.

" The Appointment of Munny Begum to the Management of the Nabob's Houſehold, and of Rajah Goordaſs, and the other Relations and Dependants of Nundcomar to the Dewanny and ſubſidiary Offices of the Nizamut and Behla, took Place in the Month of Auguſt 1772. My Motives in theſe Arrangements have been already fully explained to you in the Minutes of the Committee of Circuit, and the General Letters of that Year, and in my Addreſs to your Secret Committee, dated the Firſt September.

" I believe there is ſcarce a Man in Bengal who does not now commend my Choice of Munny Begum for the Truſt aſſigned her. I believe there were few to whom the Diſtinction which was ſhewn by me on that Occaſion to the Family of Nundcomar, did not afford Matter of much Aſtoniſhment, as his Character was known to all, and my Opinion of it to all who knew me.

" You have been pleaſed to honour me with your Approbation of every Part of this Tranſaction.

" Foiled in all their repeated Attacks upon me, my Adverſaries have Recourſe to the Charge of Rapacity; a Charge of all others the moſt foreign from my Nature. I do not aſſert this on the empty Credit of Self-Preſumption; neither my general Character, Circumſtances, nor Conduct in Life, before my Appointment to this Government, are unknown to many of your Honourable Court; and a ſlight Review of my Meaſures ſince that Period, will manifeſt how little they have been guided by an Attention to my private Intereſt.

" I beg Leave in this Place to make one ſhort Obſervation upon the Right claimed and exerciſed by the Gentlemen of the Majority to examine Perſons before them on Oath, even in Accuſations againſt the Parties themſelves. This you will find to have been practiſed with Bridjoo Kiſſore, in their Proceedings held after my Departure, on the 14th inſtant, in the Revenue Council Chamber; and on the 17th inſtant Sentence was formally paſſed againſt him by the ſame Gentlemen, expreſsly grounded on his Anſwers to the Queſtions which had been propoſed to him. Thus to extort from a Man Evidence againſt himſelf, is ſo directly contradictory of the fundamental Principles of Juſtice, that it requires no Comment. Several other Perſons alſo were examined by them on the 14th, and put to their Oaths; a Meaſure which has an immediate Tendency to the Subverſion of Juſtice. The Inhabitants of this Country, from the Nature of their Education, from the Form of their own Government, and from the Timidity of their Diſpoſitions, are equally incapable of bearing up againſt the Frowns of Power, and of reſiſting the Allurements attendant upon it. Thus called before a ſettled Majority, the Violence of whoſe Meaſures has filled the Country with Alarm, they will naturally give Evidence as Nundcomar may have told them is expected; and having once done ſo, they are tied down to ſupport it, whether true or falſe, when legally ſummoned before the Supreme Court of Judicature.

" I have the Honour to be,
with the greateſt Reſpect,
Honourable Sirs,
Your moſt faithful
and obedient humble Servant,
Warren Haſtings." (a)

Fort William,
the 25th March 1775.

(a) Vide Appendix, N° CVI.

Read, from Book 10 already delivered in, the following Extract of a General Letter from the Governor General and Council to the Court of Directors, dated at Fort William, the 24th March 1775.

Par. 16. “ On the 11th inſtant a Letter was delivered in to the Board from Maha Rajah Nundcomar, wherein he charges the Governor General with ſundry Malverſations, in the Courſe of his Adminiſtration as Preſident of the late Government, and with having received ſeveral Sums of Money from Munny Begum, and from himſelf, for Favours beſtowed on them through his Influence. A Copy of this Charge was ordered to be delivered to the Governor General immediately.

17. “ A few Days afterwards Rajah Nundcomar addreſſed the Board for Permiſſion to appear before them to make good his Charge, which was objected to by the Governor and Mr. Barwell. The Debates on this Point will be ſeen at Length on the Conſultations. It was reſolved by the Majority that he ſhould be called in, and on this Reſolution the Governor General declared he diſſolved the Council, and withdrew; Mr. Barwell followed him; a Vote was then paſſed, that General Clavering ſhould take the Chair.

18. “ As we look upon this Point to be of the moſt ſerious and important Conſequence, we intreat your moſt attentive Peruſal of the Debates upon it, and that you would favour us with your Deciſion as ſpeedily as poſſible on the Subject. Where our Opinions are ſo wide, and the Council ſo nearly divided as to Number, we think it neceſſary to adhere ſtrictly to the Line we laid down at firſt for our General Letters to mention the Facts ſimply, referring you altogether to the Conſultations for the Arguments on each Side.

19. “ For the more Certainty of conveying to you the Intelligence of this Tranſaction, we have reſolved to diſpatch a Letter expreſs over Land on that Subject only, and requeſting your Deciſion upon it.

20. “ On the Governor General's withdrawing, Rajah Nundcomar was called in before the Three remaining Members, then conſtituting the Board, and examined on the Subject of his Letter. He gave a poſitive Declaration as to the Sums which he had himſelf paid to the Governor General, and gave in the Names of ſeveral Perſons, who, he ſaid, were privy to the Tranſactions; he alſo delivered in a Letter addreſſed to him under the Seal of Munny Begum, expreſſing the Circumſtance of the Governor's having received Two Lacks of Rupees from her. It was thought neceſſary to authenticate the Seal and Letter, by comparing them with others from the ſame Perſon, in Preſence of the Perſian Tranſlator and his Moonſhee, who declared the Seal to be that of Munny Begum. On this Evidence, the Board called on the Governor to refund the Sums he had ſo acquired, and pay them into the Company's Caſh. The Secretary was accordingly ordered to wait upon him with their Demand, to which the Governor, declining to acknowledge the Authority of the Board then ſitting, refuſed to give an Anſwer.

21. “ It is fit to mention, that the Board had before ſent the Secretary to wait on the Governor General with their moſt reſpectful Compliments, to acquaint him that Nundcomar had withdrawn, and to requeſt that he would return and reſume the Chair; but to this the Governor General replied, that having diſſolved the Council, he could not acknowledge the Gentlemen then ſitting in that Capacity, and that it was too late to ſummon a new Council for that Night.

22. “ The Board had alſo thought it neceſſary to require the Attendance of Cantoo Baboo, the Governor's Banyan, who, as Nundcomar on his Examination informed the Board, had applied to him, in the Name of the Begum, for the Original, or a Copy of her Letter, in order to aſcertain that Fact; but Cantoo Baboo refuſed to obey the Summons, alledging that the Governor detained him, and that he would attend when the Council ſhould be complete. The Governor General has ſince avowed his Orders to Cantoo Baboo not to obey the Summons, and Cantoo Baboo, who has ſince appeared before the Board, has been deemed guilty of great Indignity to their Authority, and it is yet in Deliberation what Puniſhment ſhall be inflicted on him for the Contempt.

23. “ We have ſent a Copy of the whole Evidence delivered in by Nundcomar to our Attorney at Law, that he may take the Advice of Counſel, in what Manner it will be moſt proper to proceed for the Recovery of the Sums ſpecified from the Governor General for the Company's Uſe.

“ Signed (at the End)
Warren Haſtings,
J. Clavering,
Geo. Monſon,
Rich^{d}. Barwell,
P. Francis.”

The Managers for the Commons ſtated, That they offered the Letter laſt read as new Ground to introduce the Proceedings of the 13th of March 1775, after Mr. Haſtings left the Council.

The Houſe informed the Managers for the Commons, that the Letter carried the Matter no further than before.

Read, from Book 7, already delivered in, the following Extract of a Conſultation of the 3d of April 1775, beginning at Page 1658 of the ſame Book.

“ Fort William, the 3d April 1775.

Secret Dept. Monday.

“ At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Lieutenant General John Clavering,
The Honourable George Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

☞ [“ The next Day, being the 14th, the Council being aſſembled in the Revenue Department, a like Motion with that of the preceding Day was made by General Clavering, that Bridjoo Kiſſore Roy and Roopnarain Chowdry, who was the principal Agent in the Accuſation preferred by the Ranny of Burdwan, ſhould be called before the Board, for the like Purpoſe of enquiring into thoſe Accuſations. I objected in like Manner; and repeated my Propoſition that a Committee ſhould be formed for theſe Enquiries, but without Effect. I again declared the Meeting diſſolved, and left them. Mr. Barwell did the ſame.

“ On the 17th a Council was ſummoned at their Requeſt, for ſpecial Purpoſes expreſſed in their Requiſition. I met them. Mr. Barwell did not attend.

“ Inſtead of proceeding to the Buſineſs for which they had been expreſsly aſſembled, a Motion was immediately made by General Clavering, and ſupported by the other Members, that Cantoo Baboo and Kiſhen Chattije, my principal Servants, ſhould be called before them, for the Purpoſes of queſtioning them concerning a ſuppoſed Contempt ſhewn to the Authority of the Board, in having refuſed to obey the like Summons ſent to them by the Majority in their preceding Meetings held after my Declaration of their Diſſolution, and of ſupporting the Authority of the Board. As I had Cauſe, from the Terms of the Motion, from the Violence of their former Proceedings, and from their Refuſal to give me the Aſſurance, which I demanded of them, of the perſonal Safety of my Servants, if they appeared before them, to apprehend ſome diſgraceful Treatment of theſe Men, which in the Eyes of the People of this Country would have been equal to the greateſt Perſonal Indignity offered to myſelf, I, after repeated Remonſtrances, again proceeded to the laſt, but ineffectual Reſource which was left me, and a third Time declared them diſſolved.]

§ (“ How far I was juſtified in my Suſpicion of the Violence which might be intended to be offered to the Perſons of my Servants, will beſt appear from a Motion which was actually made by General Clavering at the Public Council Board, on the 20th inſtant, to inflict a Puniſhment on my Servant Cantoo Baboo, to which none but the meaneſt of the People were ever ſentenced, that he ſhould be put into the common Stocks.”) ☜ §

“ Signed, at the End of the Minute,
Warren Haſtings.
“ And at the End of the Conſultation,
Warren Haſtings,
J. Clavering,
Geo. Monſon,
R. Barwell,
P. Francis.” (a)

To prove that Mr. Haſtings was not at any Time required to be preſent at the Enquiry into his Conduct relative to the Receipt of Three Lacks and a Half of Rupees, but was left to his own Option to be preſent or not on that Occaſion,

Read, from Book 210, already delivered in, the following Extract of a Conſultation of the 14th of March 1775, beginning at Page 1044 of the ſame Book.

“ Fort William, the 14th March 1775.

Rev. Dept. Tueſday.

“ At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Lieutenant General Clavering,
The Honourable Geo. Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

§ (“ General Clavering,

General Clavering's Motion.

“ I move that Roopnarain Chowdry may be called in; and that Bridjoo Kiſſore, if he is not here, may be ſent for; and that they may be brought Face to Face in Council to produce the Ac-

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(a) Vide Appendix, Nº CXIV.

"count mentioned in the Ranny's Letter of the 10th inſtant, in order to have the Account N°. 3, authenticated.

"Governor General.—I beg Leave to remark before the Queſtion is put, that the Ranny has declared that ſhe had the Paper now called for ready to be ſent to the Board whenever it ſhould be required; the Selection of the Paper N°. 3, from the reſt of the Papers tranſmitted by the Ranny, appears to me in the ſame Light with the other Motions lately made of impoſing a perſonal Indignity on me: This being the Paper which is directly levelled at myſelf, I have already propoſed to the Board to conduct Enquiries of this Kind in Committee. It will anſwer the ſame Effect; and to inſiſt on my being preſent, can only ſerve the Purpoſe of inſulting me, and of rendering my Authority ſtill weaker and more contemptible in the Eyes of the People than they have already done it. I have already declared that I will not ſubmit my Conduct to your Judgement; I have aleady declared that I regard you as Parties in my Accuſation, and therefore unfit to be my Judges; and I now declare that on every Occaſion in which you ſhall think proper to reduce me to ſuch a Neceſſity, I will break up the Council. If you ſhall think proper to carry on any joint Proceedings by an Authority of your own, I cannot prevent it, but I proteſt againſt it.")§ I muſt further beg Leave to remark a great Irregularity in the Queſtion. The Ranny has deſired that Roopnarrain Chowdry and Bridjoo Kiſſore may be brought Face to Face before Council, and ſhe ſays it will then be ſeen if Bridjoo Kiſſore will deny his own Hand-writing. By this I ſhould underſtand it to be her Intention that all the Accounts ſhould be ſhewn to Bridjoo Kiſſore for his Acknowledgement; but the General has added to a Requeſt of the Ranny a Propoſition of his own as the Propoſition of the Ranny, but which is neither expreſſed or implied in her Requeſt.

Governor General's Obſervation on the Queſtion being put.

"General Clavering.—The Account containing the ſeveral Sums alledged in it to have been given by Bridjoo Kiſſore to the Governor Mr. Haſtings, and to the other Gentlemen in Council, is, as I underſtand, that original Account which the Governor General demanded the other Day, and from which the Engliſh Account is a Tranſlation. It appears to me abſolutely neceſſary for the Governor General's Honour, that this Account may be authenticated in the moſt exact and authentic Manner; and if it ſhall appear, as I hope it will, that the Account is a ſuppoſititious one, framed purpoſely to calumniate the Governor and the late Adminiſtration, I ſhall be the firſt to propoſe that all the Perſons who may be proved to have been the Authors of ſuch a Forgery, may receive every Puniſhment the Law can inflict upon them.

General's Remark.

"Governor General.—I am ſorry to repeat again, that the General does not underſtand the Queſtion I repeatedly put in ſo many Forms on Saturday. This cannot be the Account I demanded; the Papers I demanded were many: If this is amongſt them, let it be produced, I have no Objection to it; but this is not the Queſtion before the Board. The Queſtion is, Whether Bridjoo Kiſſore and Roopnarain Chowdry ſhall be brought Face to Face to authenticate the Accounts of the former.

Governor General's Remark.

"Mr. Francis begs Leave to put a Queſtion to the Board before General Clavering's Queſtion is reſolved on.—My Queſtion is, Whether this Board can legally be diſſolved or adjourned by the ſole Authority of the Preſident, againſt the Conſent of a Majority of the Members preſent?

Mr. Francis's Queſtion regarding the Authority of the Preſident in diſſolving the Council.

"Mr. Francis.—I think it cannot.

Mr. Francis's Opinion.

"Mr. Barwell.—It has ever been cuſtomary and uſual, and I find no expreſs Interdiction of the Uſages that have prevailed, either in the Company's Inſtructions, or the Letter or Spirit of the Act of Parliament. The Power of aſſembling the Council, I conceive, exiſts in the Chair: The Power of breaking it up of courſe, I underſtand, reſts in the ſame Station. I cannot poſſibly ſuppoſe that any Cauſe, but ſuch a perſonal one as may compel the Governor, through Neceſſity, will induce him to adjourn the Board; and, I think, when any ſuch Cauſe does prevail, the Buſineſs and Intereſt to which our Attention ſhould be directed, is departed from. The End propoſed from our aſſembling not being likely to be anſwered, the Governor General will ſtand fully acquitted for adjourning the Board. I do not ſpeak at all to the Powers under which the Members of this Board act, nor will I be led to paſs any Opinion upon them. Whenever the Intereſts of the Public require my particular Attention, I ſhall communicate thoſe Points to the Knowledge of the Governor General, who will take ſuch Meaſures, with the Concurrence of his Council, as he may think the Object merits. Without the Governor General's Authority in a public Call for my Attendance at the Board, it will be in my Option to partake or not in the Councils of the Three other Members. It is my Duty to communicate with them; but I ſhall deem all ſuch Communications as irregular and unwarranted, and ſhall therefore look upon them in a private Light, to be ſubſequently introduced in a more regular Form.

Mr. Barwell's Opinion.

"The Honorable Mr. Monſon.—I think the Governor-General may aſſemble the Council as often as he ſhall think proper, but that he muſt do it twice a Week, or at the Requiſition of a Majority of the Members. I do not apprehend the Diſſolution of the Board to be in the Governor General ſolely; the Queſtion of Adjournment ſhould be firſt put, and if carried, that Meeting is diſſolved; for if the Authority of ſummoning and diſſolving the Council was with the Governor-General only, his Power would be abſolute and deſpotick, and the Means of conveying Information to our Employers totally precluded.

Mr. Monſon's Opinion.

General Clavering's Opinion.

“ General Clavering.—I agree with Colonel Monſon, for the Reaſons he has ſo properly urged.] ☜

§ Governor General's Opinion.

(“ Governor-General.—I have already given my Opinion upon this Subject in my Anſwer to
“ the Queſtion propoſed by Mr. Francis, and in the Minutes of the Board in the other Depart-
“ ment of Yeſterday, and repeat it now, that the Board have no Authority unleſs ſummoned by
“ myſelf, or when the Meetings of the Board are formally diſſolved by me. Arguments drawn
“ from the Practice of other Aſſemblies cannot apply to this. In Inſtances in which other Aſſem-
“ blies are ſummoned for Buſineſs by any of their own Body, is is in conſequence of ſome poſi-
“ tive Law or eſtabliſhed Uſage. No ſuch Law or Uſage has ever prevailed in this Government.
“ A Majority of the Members of the Board have aſſerted a contrary Opinion; but I conceive it to
“ be uſeleſs to collect Opinions on a Subject of this Kind. The Majority may continue to ſit
“ by their own Authority, as they did before the Opinions were collected; I will not ſit with them,
“ nor acknowledge their Proceedings to be legal. Once more, however, let me repeat the Pro-
“ poſition which I have already made, that any Examinations which have my Conduct for their
“ Object, may be taken by a Committee of the Board. You may certainly obtain by this Means
“ all the Satisfaction which you can receive in a Meeting which I cannot acknowledge to be lawful,
“ and at which I cannot be preſent. If you have the Honor of your Preſident at Heart, which you
“ have repeatedly, and too repeatedly declared, at a Time in which you are wounding it in the
“ moſt effectual Manner, you will acquieſce in this Propoſition; if you reject it, the Court of
“ Directors, and thoſe to whom theſe Tranſactions will be made known, may judge of your
“ Motives.”) §

☞ Mr. Francis's Remark.

[“ Mr. Francis.—I think it very neceſſary that the Court of Directors ſhould be informed, that no Member of this Board, to my Knowledge, has ever expreſſed a Wiſh, that the Governor-General ſhould be required to give his perſonal Attendance at the Board, in any Caſe in which it would be perſonally diſagreeable to himſelf to do ſo.

General's Queſtion repeated.

“ The General's Queſtion being read again, Mr. Francis agrees to it.

Mr. Barwell's Opinion.

“ Mr. Barwell.—As the Governor has Objections to Bridjoo Kiſſore and Roopnarain Chowdry being called before the Board, I think they ought not to be called; I ſee no particular Purpoſe that it will anſwer, as any Charges exhibited are in Writing, and the Party can reply to it in Writing. If it is merely for the Purpoſe of certifying a Paper, I think that Bridjoo Kiſſore may be called for to the Council Houſe, and the Secretary go to him in the adjoining Room, to aſk him the ſimple Queſtion, Whether the Paper is authentic?

“ The Honourable Mr. Monſon, } are for the Queſtion.
“ General Clavering. }

Governor General diſſolves the Council.

“ Governor-General.—I am againſt it. I think it my Duty to declare, that I diſſolve the Meeting of this Board. If the Members continue to ſit, I ſhall not acknowledge their Proceedings to be legal.] ☜

(Signed at the End of the Conſultation)

J. Clavering,
Geo. Monſon,
P. Francis.” (a)

Then the Houſe adjourned to the Chamber of Parliament.

(a) Vide Appendix, Nº CXV.

Die Jovis, 28° Maii 1789.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor acquainted the Managers for the Commons they might proceed to make good their Charge.

The Managers for the Commons ſtated, they ſhould now proceed to prove a Commiſſion given to Mr. Goring to go to Moorſhedabad, to enquire into Embezzlements made by the Munny Begum; in order to introduce which, they would firſt read a Debate that gave Riſe to the above Commiſſion, recorded on a Conſultation of the 9th of May 1775.

The Counſel for the Defendant objected to this Evidence, unleſs the Managers for the Commons would ſtate ſome Act of Demeanor on the Part of Mr. Haſtings to intitle them to produce it.

The Managers for the Commons ſtated, That the Circumſtances under which they offered this Evidence were; That Information having been laid before the Board, of Embezzlements by the Munny Begum to a conſiderable Amount, a Motion was made for an Enquiry into the ſame; in the Debate upon which Mr. Haſtings took Part. That the Reſult was, a Commiſſion to Mr. Goring to inſtitute ſuch Enquiry: That in the Courſe of it Circumſtances came out, fixing Mr. Haſtings with the Receipt of a Lack and a Half of Rupees; Information of which being tranſmitted to the Board, Mr. Haſtings acted upon it, by putting Queſtions to the Munny Begum relative to the Receipt of the above Sum.

Read, from Book 7, Page 2169, already delivered in, the following Extract of a Conſultation of the 9th of May 1775.

Fort William, the 9th May 1775.

Secret Dept. Tueſday.

At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Lieutenant General John Clavering,
The Honourable George Monſon,
Philip Francis Eſquire.
Mr. Barwell indiſpoſed.

" General Clavering.—I move, that a Gentleman of proper Rank in the Service be appointed to go to the City, to acquaint the Nabob and the Bhegum with this Information that has been given to the Board, and to demand of her an Order to the proper Officers to deliver over to him the Nizamut, the Bhela, and the Conſummanee Accounts, from the Middle of April, in the Year 1764, to the Middle of Auguſt 1772; and that the Intentions of Government, of inveſtigating theſe Accounts, may be effectually carried into Execution, that the Begum be diveſted of the Office of Guardian to the Nabob, that her Influence over the Officers of the Houſehold may not prevent them from giving true Evidence, when called upon for any Explanation of the above Accounts; and that he do alſo demand of her the Accounts from that Time to the laſt Day of the Year 1181, or the lateſt Period to which they can be cloſed.

" Mr. Francis.—The Charge againſt the Bhegum, in my Opinion, comes before the Board with a Degree of Authenticity ſufficient to warrant my agreeing to the Motion. The ſuppoſed Embezzlement is for a very conſiderable Sum; and with reſpect to the diſpoſſeſſing her of her Employment, I apprehend that it would be difficult, if not impoſſible, to obtain the neceſſary Lights from the Nabob's Officers to verify this or any other Charge againſt the Bhegum, while ſhe herſelf continued in full Power and Authority over the Houſhold.

“ Colonel Monſon.—The Account now before the Board, bears thoſe Marks of Authenticity, which I think juſtifies me in requiring an Inveſtigation to be made into them. The ſuppoſed Embezzlement is for a conſiderable Sum; and I think there is a Poſſibility, by a minute Inſpection into theſe Accounts, to ſhew that the late Adminiſtration may have been impoſed upon in the Balances claimed by the Bhegum, at ſettling the Account in Auguſt 1772; I think it neceſſary that the Bhegum ſhould be diſplaced from her preſent Station, as the Influence ſhe would have by continuing in it, might prevent the Gentleman employed upon this Service from obtaining that Information which is neceſſary to aſcertain the Account.

“ The Governor-General.—I ſee no Cauſe to enter into an Examination of the Bhegum's Accounts, and muſt diſagree with the Gentlemen of the Majority in their Opinion of the Authenticity of the Accounts produced by Mr. Grant and Nuned Roy; I ſee not the leaſt Marks of any Authenticity in them, but regard them as ſimple unſupported Aſſertions; and even granting that the Accounts were true, I do not ſee that they can prove any Miſmanagement in the Bhegum, unleſs further Proofs could alſo be obtained, that the Savings made in the Payments in the Houſehold were ſecreted for her own ſeparate Uſe, and not for that of the Nabob, her Ward. I am well informed, that in all Payments made to the Servants and Dependants, not only of the Nabob, but of all other Perſons of his Rank and Station, conſiderable Deductions are always made from the Sums nominally due. It does not appear of what Nature the Arrears are, with which the Bhegum is charged, nor whether they ariſe from the cuſtomary Deductions to which I have alluded; nor can I conceive the Bhegum, who has neither Children or Connections without the Walls of the Nabob's Palace, ſhould ſecrete and embezzle ſo great a Proportion of the Money entruſted to her Charge, for the Benefit of the Nabob; nevertheleſs, I ſhould not object to the Requiſition of her Accounts, if it went no farther, believing that the Iſſue of an Inveſtigation into them, if fairly made, will do her Credit: But I object, and ſolemnly proteſt, againſt the Removal of a Perſon of her Rank, Character, and Authority, from the Office which ſhe now holds, and her Appointment to which was confirmed by the moſt complete Approbation of the Court of Directors, without having committed any Crime, or done any Thing which could poſſibly be imputed to her as a Diſqualification.

“ General Clavering.—If the Accounts which have been produced to this Board are authentic, of which there can be very little Doubt, ſeeing the Acknowledgment that was made of them by Akbar Ally Cawn, the Eunuch of the Houſehold, who has, I underſtand, the chief Management of her Affairs, and the Solicitude that both he and the Bhegum ſhewed to get the Accounts into her Hands, I think it is a ſufficient Ground for this Board to proceed on; for every Step that is propoſed to be taken, either for the Diſcovery of the fraudulent Statement that muſt have been made of the Nabob's Debts when his Accounts were ſettled, or of the Uſe which ſhe has ſince made of the Balances which ſhe muſt have received: In either Caſe it is neceſſary to diveſt her of her Authority; and if upon Examination of the Account it ſhall appear, as the Governor General ſuppoſes, that ſhe adminiſtered to the Nabob's Affairs with Integrity, I ſhall be as ready to reſtore her to her Office again, provided that it ſhall appear requiſite to do ſo hereafter; the Age and Circumſtances of the Nabob being conſidered.

“ Mr. Francis.—I beg Leave to obſerve, that Mr. Grant was deſirous of confirming upon Oath, the Aſſertion he made to this Board concerning the Application made to him by the Bhegum's chief Eunuch, for the Recovery of the Papers. After what I have heard and ſeen of theſe Papers, I can form no Suppoſition of a Poſſibility of their being forged.

“ Reſolved, That the Board agree to the Motion of General Clavering, for an Examination of the Accounts therein ſpecified, and for diveſting Munny Begum of the Office of Guardian to the Nabob, that this Examination may be made with the greater Certainty, by the Officers of the Nabob's Houſehold being unbiaſſed by the Influence ſhe muſt otherwiſe have.

“ Mr. Francis.—I move that Mr. Goring be appointed to repair to the City, to execute the preceding Reſolution of the Board, and to deliver over the Accounts to Mr. Maxwell, Mr. Anderſon, and Mr. Grant; that theſe Gentlemen be appointed to examine them, and to report to the Board what Balance appears by thoſe Accounts to be due to the Nabob, or remains unaccounted for by the Bhegum, with ſuch other Obſervations as they may think material for the Information of the Board: That they be allowed ſuch a Number of Mohrirs as they may deem neceſſary to aſſiſt them in the Examination of the Accounts, and that Nuned Roy be appointed Chief of the Mohorirs.

“ Governor General.—I object to the Deputation of Mr. Goring, not underſtanding what Purpoſe it can poſſibly anſwer.

“ The Majority of the Board agree to the Motion of Mr. Francis.

“ Colonel Monſon.—I move, that the Nabob's Perſon and Houſehold be delivered to the Care of the preſent Duan Rajah Goordaſs until further Orders.

“ Mr. Francis.—I agree.

“ General Clavering.—I agree.

“ Governor General.—I both object, and proteſt againſt it.

“ Reſolved, That Rajah Goordaſs be accordingly appointed Guardian to the Nabob's Perſon and Houſehold until further Orders.

"Ordered, That Mr. Goring be directed to proceed immediately to Moorſhedabad, to execute the Commiſſion above allotted to him; he is therefore inſtructed as follows.

"Sir,

"I am directed by the Honourable the Governor General and Council to acquaint you that they have thought proper to depute you to the City of Moorſhedabad, to inform the Nabob and the Begum, that it has been repreſented to them, that the Sum of Rs 9,67,693 : 15 : 6¼ appears to be now due from the Begum, either to the Nabob, or to the Servants of the Nizamut; and that the Honourable Board have therefore directed you to demand of her an Order to the proper Officers to deliver over to you the Accounts of the Nizamut Mehls, and Coſſumunnee, from the Middle of April in the Year 1764 to the Middle of Auguſt 1772, as well as the Accounts from that Time to the laſt Day of the Year 1181, or to the lateſt Period to which they can be cloſed.

"In order that the Intentions of Government of inveſtigating theſe Accounts may be effectually carried into Execution, the Board have been pleaſed to diveſt the Begum of the Office of Guardian to the Nabob, that her Influence over the Officers of the Houſehold may not prevent them from giving true Evidence, when called upon, for any Explanation of the above Accounts.

"Of this Reſolution of the Honourable Board you are to give Information to the Nabob, as well as the Begum, and acquaint the former, that the Care of his Perſon and Houſehold is to be delivered to the preſent Duan, Rajah Goordaſs, until further Orders; and you will accordingly ſee theſe Directions of the Board put into Execution.

"The Accounts you are to deliver over to Meſſ. Maxwell, Anderſon, and Grant, whom the Board have been pleaſed to appoint to inveſtigate them.

"I have further to enjoin you to proceed to the Execution of this Duty with all convenient Expedition.

"Signed, at the End of the Conſultation,

Warren Haſtings,
Geo. Monſon,
Richd Barwell,
P. Francis." (a)

Read, from the ſame Book, Page 2287, the following Extract of a Conſultation of the 25th of May 1775.

"Fort William, the 25th May 1775.

Secret Dept. Thurſday.

"At a Council; Preſent,

The Honourable Warren Haſtings, Governor General, Preſident;
Lieutenant General John Clavering,
The Honourable George Monſon,
Richard Barwell,
Philip Francis, } Eſquires.

"To the Honourable Warren Haſtings, Governor General, &c. Council, &c.

"Honourable Sir and Sirs,

"Encloſed I ſend you an Account of ſeveral Sums given by the Bhegum; it includes her Seal, and was delivered me by the Nabob in her Apartments.

I am, &c.

"May 22d 1775.

(Signed) "C. Goring."

"P. S. The Bhegum has made herſelf anſwerable to the Nabob, for any Sums that may be due to him by Etwar Ally Khan, and the Nabob has thought proper to releaſe him from Confinement.

(Signed) "C. Goring."

"Memorandum of Diſburſements by Engliſh Gentlemen from the Nabob's Sircar, in the Bengal Year 1179.

Seal of Munny Bhegum,
Mother of the Nabob
Nudjeen Dowla deceaſed.

"To the Governor Mr. Haſtings for an Entertainment — —	1,50,000
"To Mr. Middleton on Account of an Agreement entered into by Baboo Begum	1,50,000
"Dated the 21ſt of Rubbee ul awel, or 22d of May." Rupees	3,00,000

"Honourable Sir and Sirs,

"I am deſired by the Nabob and Raja Goordaſs to acquaint you that there is not a Rupee in his Treaſury, though he has Demands on him to a very conſiderable Amount.

"22d May.

(Signed) "C. Goring." (b)

(a) Vide Appendix, Nº CXVI.

(b) Vide ſupra, Appendix, Nº CVII.

Read, alſo, from the ſame Book, Page 2293, and ſame Conſultation, the following Extract.

" The Governor General.—As the Commiſſion given to Mr. Goring was to receive from the Begum all the Accounts of the Nizamut for Eight Years paſt, and to deliver them into the Hands of Gentlemen appointed to examine and report their Contents to the Board, I deſire that Mr. Goring may be aſked, how he came by the Account he has now ſent in his firſt Letter of the 22d inſtant, in which Two Sums only are mentioned, and ſaid to be paid to myſelf and Mr. Middleton, and on what Account this partial Selection was made by him; and to deſire an Explanation from the Begum of the Sum laid to my Charge, and that he will aſk the Nabob or the Begum their Reaſons for delivering this ſeparate Account.

" Mr. Francis.—I think that Mr. Goring ſhould be directed to inform the Board, whether the Delivery of this Paper was accompanied by any Explanation from the Nabob or the Begum, and if it was, that he would ſtate every Circumſtance to us.

" Mr. Barwell has no Objection to the Governor's Motion.

" Colonel Monſon.—I think Mr. Goring ſhould acquaint the Board, if the Begum gave any Explanation of the Account, and what paſſed between her and him when the Nabob gave it him. As for the Intention of the Nabob or Begum in delivering the Account, I think it impoſſible Mr. Goring can be acquainted with it, unleſs they have communicated their Sentiments to him. On this Subject Mr. Goring has already acquainted the Board how he came by the Paper. I therefore think it unneceſſary to apply to him further on that Head; and it appears to me, that the Account is already explained; but if the Governor General deſires it, the Begum may be aſked for a more minute Explanation.

" General Clavering.—I think that Mr. Goring ſhould be directed to inform the Board, Whether the Nabob or Munny Begum accompanied the Account delivered to him by any Circumſtances. As the Perſian Word Ziafut is ſaid to ſignify Entertainment; and as, from the Declaration of Munny Begum, it appears that this Money was given to the Governor when he was at the City ſettling the Affairs of the Nizamut, I think it is moſt probable, that it muſt be the ſame Sum of One Lack and a Half, of which Mha Raja Nundcomar ſpeaks in his Letter to this Board on the 8th of March laſt, in the following Words. ' The Governor, Mr. Haſtings, on the Month ' Aſſer 1179, went from Calcutta to Moorſhedabad; he remained about Three Months at Coſſimbuzar, and ſometimes went into the Nabob's Palace. After Mr. Haſtings returned from Moorſhedabad to Calcutta, Munny Begum ſaid to Raja Goordaſs, Write Word to Maha Raja Nundcomar, that it is proper and requiſite to give One Lack and fifty thouſand Rupees to the Governor, and beg of the Maha Raja to aſk the Governor, whether it ſhall be ſent in ready Money, ' or by a Bill of Exchange. I accordingly aſked Mr. Haſtings, who anſwered, I have Connections of Trade in that Part of the Country; let this Money be paid to Nurr Sing Cantoo's ' Brother, who is at Coſſimbuzar. In Conſequence of which I wrote to Raja Goordaſs and ' Munny Begum, that they ſhould deliver the Money to Nurr Sing Cantoo's Brother. Munny ' Begum, with Rajah Goordaſs's Knowledge, in the Month of Aughun 1179, paid this Money to ' the Governor, Mr. Haſtings, by Means of Nurr Sing aforeſaid, from under the Care of Chyten Ahur, Caſh-keeper to the Behala—Sonat Rupees 1,50,000.'—And therefore I am of Opinion that Mr. Goring's Inſtructions on this Subject ſhould be confined to every Circumſtance that paſſed on that Occaſion.

" Agreed, That Mr. Goring be directed to inform the Board of every Circumſtance which attended the Delivery of the Paper, and if any Explanation was given to * the Nabob or the Begum of theſe Papers, to report the whole Relation, and to require of the Begum a particular Explanation of the Payment ſaid to be made to the Governor General.

*Sic in Orig.

" The Governor General deſires that Mr. Goring may be directed to requeſt that the Begum will deliver her Explanation in Writing.

" Agreed, to direct Mr. Goring to act accordingly.

Signed at the End of the Conſultation,
" Warren Haſtings,
J. Clavering,
Geo. Monſon,
Richd. Barwell,
P. Francis." (a)

(a) Vide ſupra, Appendix, N° CVII.

Read, from Book 11, Page 38, already delivered in, the following Extract of a Conſultation of the 8th of June 1775.

" Fort William, 8th June 1775.

Secret Dept. Thurſday.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Lieutenant General John Clavering,
The Honourable George Monſon,
Richard Barwell,
Philip Francis, } Eſquires.

" Honourable Sir and Sirs,

" I have been favoured with your Letter of the 25th May, incloſing Extracts and Accounts relative to the Eſtabliſhment of the Nizamut; but obſerve you do not acknowledge the Receipt of mine of the 19th. In Compliance with your Orders, to explain the Delivery of the Paper containing an Account of Three Lacks of Rupees, I am to inform you, it took its Riſe from a Meſſage ſent me by the Begum, requeſting I would intereſt myſelf with the Nabob to have Etwar Ally Khan releaſed to her for a few Hours, having ſomething of Importance to communicate to me, on which ſhe wiſhed to conſult him, thinking the Service might be benefited by it. I accordingly deſired the Nabob would be pleaſed to deliver him to my Charge, engaging to return him the ſame Night; which I did. I heard no more till the next Day, when the Begum requeſted to ſee his Excellency and myſelf, deſiring Etwar Ally might attend.

" On our firſt Meeting, ſhe entered into a long Detail of her Adminiſtration, endeavouring to repreſent it in the faireſt Light; at laſt ſhe came to the Point, and told me, my urgent and repeated Remonſtrances to her to be informed how the Balance aroſe, of which I was to enquire, induced her, from Memory, to ſay what ſhe had herſelf given, then mentioning the Sum of a Lack and a Half to the Governor, to feaſt him whilſt he ſtaid here; and a Lack and a Half to Mr. Middleton, by the Hands of Bubboo Begum. As I looked on this no more than a Matter of Converſation, I roſe to depart, but was detained by the Begum's requeſting the Nabob to come to her. A Scene of Weeping and Complaint then began, which made me ſtill more impatient to be gone, and I repeatedly ſent to his Excellency for that Purpoſe; he at laſt came out, and delivered me the Paper I ſent you, declaring it was given him by the Begum to be delivered * me. If in this Affair I have exceeded my Duty, I humbly beg Pardon; but the extraordinary Confidence you were pleaſed to repoſe in me, and the unlimited Power attending it, moved me to exert myſelf to the utmoſt, that the Intent of my Appointment might not be intirely fruitleſs.

* Sic in Orig.

" I am ſorry to acquaint you, from what I have already heard, that the Nabob's Affairs are in a very deſperate State; the Sheriſtadars have delivered me an Account from Memory (the Papers being ſorting and under Seal), by which it appears the Nabob is in Debt Ten Lacks of Rupees; the Particulars I hope to tranſmit you in a few Days.

" Encloſed I ſend you the Begum's Letter, and Account particular of the Three Lacks, under its Cover.

" 3d June 1775.

" I am, &c.

(Signed) C. Goring."

" From Munny Bhegum to General Clavering; incloſed in Mr. Goring's Letter to the Board of 3d June.

" After the uſual Forms, Mr. Goring has preſſed me on the Subject of the Balances; in anſwer to which I informed him, that all the Particulars being on Record, would, in the Courſe of the Enquiry, appear from the Papers; he accordingly received from the Nabob Mobarek ul Doulah a Liſt of Three Lacks of Rupees, given to the Governor and Mr. Middleton; I now ſend you incloſed a Liſt of the Dates when it was preſented, and through whoſe Means, which you will receive.

" Memoradum. *

* Sic in Orig.

" For Entertainment for the Governor Amand ud Dowlah, Mr. Haſtings, in conſequence of a Requeſt ſigned by his Highneſs Rajah Goordaſs, and other Seriſhtadars, dated the 11th of Ramzan, in the 14th Sun, One Lack and Half of Rupees was delivered, through the Means of Chiton Durr, a Shroff of the Bahla Treaſury, in the following Manner, viz.

On the 23d of Ramzan, to Nurſing Baboo, Cantoo Baboo's Brother, —	1,00,000
On the 21ſt of Mohorrum, depoſited by Rajah Goordaſs, through Chiton Durr, for Bills drawn in favour of Sobaram Byſack, on the following Houſes; viz.	
On the Houſe of Ram Sohie — — — —	35,000
On the Houſe of Muttoree Sune — — — —	15,000
Rupees	1,50,000

" Dated the 2d Rubbee Aſſanee, or 2d of June.

" Memorandum of Sums given to Mr. Middleton, through Chiton Durr, Shroff of the Baila Treasury, for which Baboo Bhegum gave a Receipt under her own Seal, dated the 5th of Shaban, of the 14th Sun, in the following Manner; viz.

" On the 5th of Shabân, into the Hands of Sumboo Baboo, Son-in-law to Santiram Sing — — — — — — —	1,00,000
" On the 19th of Zeikaida, into the Hands of Sumboo Baboo — —	25,000
" On the 21ſt of Zeltodja, in the 16th Sun, into the Hands of Sumboo Baboo	25,000
Rupees	1,50,000

" Dated the 2d Rubbee Affanee, or 2d June.

" Ordered, That the Incloſures in the Letters of the 27th May and 1ſt of June be entered after Conſultation.

" The Governor General begs Leave to make the following Remark to the Board.

" As neither Mr. Goring's Letter of the 3d of June, nor the Begum's Letter addreſſed to the General, which was encloſed in it, contain the full Confirmation required in the Letter written by the Board to Mr. Goring on the 25th May, I deſire that the following Queſtions may be propoſed to the Begum.

" 1ſt. Was any Application made to you for the Account which you have delivered of Three Lacks of Rupees, ſaid to have been paid to the Governor and Mr. Middleton; or did you deliver the Account of your own free Will and unſolicited?

" 2d. In what Manner was the Application made to you, and by whom?

" 3d. On what Account was the Sum, One and Half Lacks, given to the Governor General, which you have laid to his Account? Was it in conſequence of any Requiſition from him, or of any previous Agreement, or of any eſtabliſhed Uſage? I muſt further requeſt, that theſe Queſtions be tranſmitted to the Reſident at the Durbar, and that he be directed to put them, in Perſon, to the Begum, and to take down her Anſwers in her Preſence.

" Mr. Francis.—I agree, provided Mr. Goring be preſent while the Queſtions are put; but to be ſilent, and not to interfere in them.

" The Governor General.—I am ſorry I am under the Neceſſity of objecting to Mr. Goring's being preſent; it was to * pervert the Effect of any Influence which might be exerciſed by Mr. Goring over the Begum, who is at preſent under abſolute Subjection to his Authority, that I deſired the Board to inveſt the Reſident at the Durbar, the only regular official Channel for ſuch a Communication, with this Commiſſion; I muſt therefore beg Leave to obviate any further Propoſal for his being preſent, and hope that Mr. Francis himſelf, and the Board, will think this a ſufficient Reaſon for my objecting.

* Sic in Orig.

" Mr. Barwell.—I acquieſce in the Governor General's Requeſt; and as the Reaſon's which poſſibly have influenced Mr. Francis, might have Weight with me to embrace his Propoſal, that Mr. Goring ſhould accompany Mr. Martin to the Begum, and be preſent while the Queſtions were put, I beg the Favour of Mr. Francis to acquaint me with his Sentiments why he has judged it neceſſary.

" Colonel Monſon.—I have no Objection, for the Governor General's Satisfaction, that the Queſtions ſhould be put to the Begum; but I think Mr. Martin an improper Perſon to do it, as he now ſtands accuſed, and is ſaid to have received a Sum of Money from Ewaz Ally Cawn for his Conſent in the Appointment of a Servant to the Nabob's Houſehold; therefore I deem him a Perſon who may be influenced in this Enquiry. I would therefore recommend that theſe Queſtions be put to the Begum in the Preſence of Mr. Goring, Mr. Martin, and any third Perſon the Board ſhall think proper to appoint, viz. Mr. Maxwell, Mr. Anderſon, or Mr. Grant. The Firſt Queſtion, in my Opinion, has already been anſwered by Mr. Goring in his Letter of the Third of June; the Second Queſtion I think unneceſſary; for if the Money was given, it is of little Conſequence to the Public in what Manner this Tranſaction has been made known; with reſpect to the Third Queſtion, we already know on what Account the Lack and Half of Rupees was given; whether it was in conſequence of a Requiſition from the Governor, or any other Perſon, or by previous Agreement, is not material, as the Directors will judge how far the Governor's having accepted of ſuch Preſents is agreeable to their Sentiments. I have heard that it has been an eſtabliſhed Uſage for Perſons of diſtinguiſhed Rank, when reſident at the Court of Eaſtern Princes, to have large Sums of Money given them for their Table Expences. The Governor General can himſelf ſatisfy the Court of Directors whether he received ſuch an Allowance from the Begum or the Nabob's Houſehold, or whether he has charged any Sum on Account of his Expences to the Company while at Muxadavad.

General Clavering.—I am very willing to agree that Mr. Martin ſhould be preſent when the Queſtions are put, together with Mr. Maxwell and Mr. Anderſon, the Two Gentlemen of the Council at Muxadavad who are appointed to examine the Accounts; and I think that the Queſtions ſhould be propoſed by Mr. Maxwell, Mr. Goring being preſent. It would be very improper that Mr. Martin ſhould alone propoſe the Queſtions, becauſe he has been accuſed of taking Money for an Appointment in the Nabob's Houſehold, and the Accuſation has been tranſmitted to us by Mr. Goring, he therefore muſt be conſidered as Mr. Goring's Enemy. In regard to the Manner in which the Appointment was made to the Begum, or by whom, * ſeems to be very immaterial: What appears to be moſt eſſential to the Governor is, to find out from the Begum's Anſwers whether the Sum of 1,50,000 Rupees, which the Begum declares ſhe gave to the Governor, was a Part of the Money alledged by Mah Rajah Nundcomar, or whether it was a ſeparate Sum. It appears to me to be equally illegal, whether the Money was given to the Governor in conſequence of a Requiſition from him, or in conſequence of any previous Agreement, or of any eſtabliſhed Uſage, without he had the Authority of the Court of Directors for receiving the Money; and therefore I conceive that it can be of no Manner of Uſe to him whether that Part of the Third Queſtion be anſwered in the Affirmative or the Negative.

* Sic in Orig.

" Governor General.—I do not mean to make the Board the Judges of my Conduct, but have diſclaimed their Right of judging me: but even if I had not done it, I have certainly a Right to determine for myſelf what Points are neceſſary for my own Juſtification. I have objected to Mr. Goring, and to him only. I have no particular Deſire that Mr. Martin ſhould put the Queſtions to the Begum; let the Board nominate Mr. Anderſon to this Commiſſion, or Mr. Maxwell if he underſtands the Language, or join Mr. Martin to both theſe Gentlemen; I have no Objection to either; but I muſt object to Mr. Goring, becauſe I believe that if he is preſent the Begum will anſwer the Queſtions under the Dread of his Authority. I once more refer it to the Board to determine whether Mr. Goring ſhall or ſhall not be preſent on the Occaſion.

" Mr. Francis begs Leave to give the following Explanation, agreeable to the Requeſt of Mr. Barwell.

" I am at all Times ready to give an Explanation of the Motives of my Opinion to any Member of the Board who may deſire it, though ſtrictly I am at Liberty to decline it. The Begum, I obſerve, is ſuſpected to be under the Influence of Mr. Goring: If, after the Declarations ſhe has made to him, and which, from the above Suſpicion, he may be ſuppoſed to have extorted from her, ſhe ſhould afterwards be examined by another Perſon in Mr. Goring's Abſence, and vary from her firſt Declaration, we may expect that Mr. Goring will then complain that oppoſite Influence has prevailed over her to do ſo. Let the Queſtions be put into Writing and read, or delivered to her publicly, and then I think there can be no Ground for a Suſpicion of undue Influence of either Side.

" Mr. Barwell.—I admit the Juſtneſs of the Argument on which Mr. Francis founds his Opinion for joining Mr. Goring with Mr. Martin; but as the Governor's Objections to that Gentlemen * are thought by him to be very material, and I coincide with him in that Opinion, I am againſt Mr. Goring's being preſent when the Queſtions the Governor has deſired are put to the Begum. As there are Objections likewiſe ſtarted to Mr. Martin, I am againſt that Gentleman being preſent, particularly as there are Two others to whom no Objection has been made.

* Sic in Orig.

" Agreed, That the Queſtions propoſed by the Governor General be tranſlated into Perſian, to be delivered to the Begum in the Preſence of Meſſrs. Goring, Maxwell, Martin, and Anderſon, and that the Paper be tranſmitted to theſe Gentlemen for that Purpoſe, with the following Directions, &c. &c.

" To Meſſrs. Goring, Maxwell, Martin, and Anderſon.

" Gentlemen,

" We tranſmit you incloſed a Paper addreſſed to Munny Begum, containing ſundry Queſtions to which we are deſirous of obtaining her Replies; we therefore direct that you cauſe the ſaid Paper to be delivered to her in your Preſence, and in the Name of this Board you will at the ſame Time requeſt to be furniſhed with her Anſwers to each Article in Writing, which when delivered are to be forwarded immediately to us; but we poſitively direct that you enter into no Converſation with the Begum, either jointly or ſeparately, upon the Subject, or the Contents of the Paper.

We are, &c.

" Fort William,
June the 8th 1775.

Signed at the End of the Conſultation,
" Warren Haſtings,
J. Clavering,
Geo. Monſon,
R^{d}. Barwell,
P. Francis." (a)

Read, from Page 624 of the ſame Book, the following Extract of a Conſultation of the 24th July 1775.

" Fort William, the 24th July 1775.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Lieutenant General John Clavering,
The Honourable George Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

Sec. Dept.
Monday.

" From Munny Begum, addreſſed to the Governor General and Council. Received the 14th June 1775.

(a) Vide Appendix, N° CXVII.

The Counſel for the Defendant ſtated, That Mr. Haſtings acceded to the Queſtions recorded in the Conſultation of the 8th of June 1775, being put to the Munny Begum, provided Mr. Goring were not preſent when they were put; but was over-ruled in that reſpect by the Board: Therefore, the Anſwers of the Begum now about to be read, were no Evidence againſt him.

The Managers for the Commons were heard in anſwer to the ſaid Objection.

The Houſe ordered ſo much of the Conſultation of the 8th of June 1775, as relates to the Queſtions ſent to the Begum, to be again read.

The ſame was read accordingly.

Then to ſhew that the Queſtions ſent to the Munny Begum were delivered to her, and her Anſwers tranſmitted to the Board,

Read, the following Extract of the Conſultation of the 24th July 1775, from Book 11, beginning at Page 624.

" Fort William, the 24th July 1775.

Secret Dept.
Monday.

" At a Council; Preſent,

The Honourable Warren Haſtings, Governor General, Preſident;
Lieutenant General John Clavering,
The Honourable George Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

" Honourable Sir and Sirs,

" We were favoured with your Letter of the 8th inſtant this Morning, and, in Compliance with your Orders, waited upon Munny Begum at Six o'Clock this Evening, delivering her the Queries incloſed in your Letter; to which we received, at Twelve o'Clock this Night, the incloſed Anſwer, ſuperſcribed with our Initials, and have immediately diſpatched it to you.

" We are, &c.

" The Killah at Moorſhedabad,
11th June 1775. (Signed) " C. Goring,
Wm Maxwell,
W. B. Martin,
D. Anderſon." (a)

The Counſel for the Defendant ſtated, and the Managers for the Commons admitted, that Mr. Haſtings neither ſaid nor did any Thing at the ſaid Conſultation upon the abovementioned Letter and the Begum's Anſwers being read.

Then, to ſhew the Account Mr. Haſtings himſelf gave of the above Tranſaction,

Read, from Book 208, already delivered in, the following Extract of a Letter from the Governor General to the Court of Directors, dated Fort William, 31ſt July 1775.

" The Begum, ſince her Diſgrace, has been added to the Liſt of my Accuſers. The Manner in which this extraordinary Manœuvre was effected will be too plainly ſuggeſted, even by the Facts which appear in the abrupt and myſterious Relation of it by Mr. Goring.

" Mr. Goring was deputed by the Board to diveſt the Begum of her Authority, to place it in the Hands of the Son of Nund Comar, to receive from the Begum the Accounts of the Nabob's Expences, and to deliver them to the Gentlemen, who were, at the ſame Time, appointed to examine and report them to the Board. What private Inſtructions he received I know not; but One of his firſt Acts of Authority, after having taken Care to impreſs the Begum with a proper Idea of the Extent of his Power over her own Perſon, by apprizing her of the Order of the Board for her Removal from the Palace to a remote Houſe in the City, and that the Execution of this Order depended ſolely on his Option, was to impriſon Etwar Ally Cawn, her chief Eunuch and confidential Servant, on the Complaint of One of the Servants of the Houſhold reſpecting a private Grievance, totally foreign from the declared Purpoſes of Mr. Goring's Commiſſion. By this Species of Torture, inflicted on the Mind of a weak Woman, who had hitherto been accuſtomed to the gentleſt Treatment, and moſt reſpectful Addreſs, from all Perſons of what Rank ſoever who approached her, ſhe was compelled to deliver a Paper to Mr. Goring, containing an Account of Two Sums charged to have been paid to Mr. Middleton and myſelf, each amounting to 1,50,000 Rupees. Etwar Ally was in conſequence immediately releaſed from Impriſonment, and the Begum permitted to continue in Poſſeſſion of her own Apartments.

(a) Vide Appendix, Nº XCVIII.

“ It is remarkable, that even the obvious Precaution of introducing this ſtrange Production, with ſome Circumſtances which might mark it as the voluntary Act of the Begum, was totally diſregarded; and the Begum, a Woman of the firſt Rank in the Province, made abruptly to preſent a formal Accuſation againſt the Firſt Member of the preſent, and the Two firſt Members of the laſt Adminiſtration, with the gloomy Silence of a common mercenary Informer.

“ The following Extracts will ſerve as a Specimen of the Oppreſſion exerciſed on the Begum and her Officers, the Mode choſen by Mr. Goring for eluding the Appeals which ſhe might be provoked to make to the Supreme Court of Juſtice, and the Deriſion with which this inſolent young Man has dared to treat her Feelings, even in a Letter written by him to the Council.

“ Extract of a Letter from Mr. Goring to the Board, dated the 17th May 1775.

‘ On the Begum’s hearing that Part of the Letter read relating to her being removed to Meer Jaffier’s Houſe, ſhe exclaimed againſt it; and ſaid, that if ſhe was to quit the Kella, ſhe would go to Calcutta. I told her this was a diſcretionary Order and left to me, if I thought it neceſſary, explaining to her that Part of my Inſtructions, and aſſuring her ſhe ſhould be uſed with the utmoſt Reſpect, according to your Orders. I beg to know, however, if you will admit of her going to Calcutta, ſhould I find it neceſſary to remove her from the Kella, which I fear I ſhall, from the Character of the People about her, particularly Etwar Ally Cawn, and Roy Angſing, the Head of the Hircarrahs, who have been the chief Managers ſince the Begum has had Charge of the Nabob, and who have accumulated great Wealth, particularly the former, by his Excellency’s Account, who was raiſed from a menial Station to the One he now holds.

‘ As the Begum hinted that there were Courts of Juſtice at Calcutta, and that the Aggrieved could there get Redreſs, if you think proper, all Orders for confining the Servants, who may be or are faulty, ſhall be iſſued in the Nabob’s Name, who, I apprehend, has an undoubted Right over them.’

“ Extract of a Letter from Mr. Goring to the Board, dated the 5th of June.

‘ I have only to add, that, previous to ſending the above Papers, I waited on her (the Begum) with the Nabob and Goordaſs. On mentioning the Matter, ſhe flew into a violent Paſſion, abuſed Goordaſs, beat herſelf, and denied the Whole.’

“ Extract of a Letter from Nonidroy, addreſſed to the General and the Gentlemen of the Council, and entered in Conſultation of the 24th July.

‘ On the Second of the ſame Month, between Seven and Eight in the Morning, Rajah Goordaſs went to Ferralang, and was received very graciouſly by Mr. Goring, who expreſſed his Pleaſure at the Kindneſs of the Rajah in this Viſit: After which, they entered into Converſation with Chyton Durr, the Behla Treaſurer, concerning the Nezeranna given to the Governor, amounting to Two Lacks of Rupees, which were ſent to Calcutta at the Time of the Begum’s being inveſted with the Adminiſtration. At laſt, the ſaid Treaſurer mentioned ſomething contrary to the Orders of the ſaid Gentleman, and was therefore put under a Guard of Sepoys for near Two Hours; after which, he agreed that he would relate, in the Evening, whatever he might be able to diſcover from Yatebar Ally Cawn, and from an Examination into the Papers: On this he was releaſed. Rajah Gourdaſs, and the ſaid Treaſurer, went, in the Evening, to Ferralang, and remained there till near Eight at Night. I underſtand that nothing was ſettled. Victuals being ſent to Mr. Goring from the Nabob’s Sircar, according to our eſtabliſhed Cuſtom, he ſent it back again. The Papers of the Seriſhta of the Nizamut, Behla, &c. remained open from Nine o’Clock in the Morning till Seven in the Evening.’

“ Mr. Goring ſtill continues at the City, notwithſtanding the oſtenſible Purpoſes of his Commiſſion are, or ought to have been long ago, concluded; retaining the Begum in the moſt abſolute State of Dependance, and perſiſting in his Endeavours to extort from her further Accuſations; ſometimes practiſing on her Fears by Threats, at others tempting her by Promiſes of reſtoring her former Authority. This I learn from private Information; but I do not think it ſafe to divulge my Authority. You will judge of the Probability of it, from the Facts avowed by Mr. Goring, in his Letters, and from the general Tenor of his Commiſſion. This Treatment of the Begum has hitherto produced no other Effect, than to irritate her to ſhort Guſts of Anger, and ineffectual Reſolutions to come down to Calcutta, for an Aſylum againſt a Tyranny which ſhe could no longer ſubmit to.

“ Such is the State of the Perſon, whom your former Adminiſtration thought worthy of being placed in the Firſt Office of Dignity in theſe Provinces, and whom your ſubſequent Commands have ſince confirmed in that Truſt, with Expreſſions of your fulleſt Approbation; and even the moſt honourable Teſtimonies of your Applauſe beſtowed on myſelf, for the Part which I had in the Plan and Conduct of this Tranſaction.

“ As your Curioſity may be excited to read at large the Proceedings on the Diſmiſſion, and ſubſequent Treatment of Munny Begum, and the other Matters produced from both, I beg Leave to recommend to your Peruſal the following Conſultations of the Secret Department in which they will be found, viz. 1ſt, 5th, 9th, 10th, and 25th May; 8th and 12th June, and 24th July.

" Fort William, (At the End)
31ſt July 1775. Warren Haſtings." (a)

The Counſel for the Defendant were aſked, if they perſiſted in their Objection.

The Counſel for the Defendant made anſwer, That they did. 1ſt. Becauſe the Queſtions were ſent to the Begum without the Conſent of Mr. Haſtings. 2dly. Suppoſing they had been ſent with his Conſent, there was no ſubſequent Demeanour of his to ſhew that he adopted the Subſtance of the Anſwers given by the Munny Begum.

The Managers for the Commons, in Reply, ſaid, They reſted their Anſwer to the Objections made by the Counſel on the Obſervations they had already made.

Then the Houſe adjourned to the Chamber of Parliament.

The Lords being returned, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid,

" Gentlemen, Managers for the Houſe of Commons, and you Gentlemen who are of Counſel for the Defendant, the Lords have reſolved, That the Conſultation of the 24th July 1775, containing the Anſwers of the Munny Begum to Queſtions propoſed to her at the Inſtance of Mr. Haſtings, ought to be read."

The following Extract of the ſaid Conſultation of the 24th July 1775, was read accordingly, from Page 624 of Book 11, already delivered in.

" Fort William, the 24th July 1775.

Secret Dep. Monday. " At a Council; Preſent,
The Honourable Warren Haſtings Eſquire, Governor General, Preſident,
Lieutenant General John Clavering,
The Honourable George Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

" From Munny Begum.

" Addreſſed to the Governor General and Council. Received the 14th June 1775.

" To-day, being Sunday, the 11th of Ribbee Aſſanee, or June, a little after Sun-ſet, Mr. Goring, Mr. Anderſon, and Mr. Maxwell came to me, and preſented me with a Paper, containing Queſtions from the Governor General and Council, without any Seal or Signature. In the ſaid Paper is the following Queſtion.

" Whether any Application was made to me for the Account of the Three Lacks of Rupees which are laid to the Charge of the Governor and Mr. Middleton, or whether I delivered it voluntarily, and without Solicitation. The Caſe is this.—Mr. Goring, on his Arrival here, ſeized all the Papers, and ſecured them under his Seal; and all the Mutſuddies attended him, and explained to him all the Particulars of them.

" Mr. Goring enquired of me, concerning the Arrears due to the Sepoys and Bohla, obſerving that the Nizamut and Bahlah Money was received from the Company, from whence then could the Balance ariſe? I made Anſwer, that the Sum was not adequate to the Expences. Mr. Goring then aſked, What are thoſe Expences which exceed the Sum received from the Company? I replied, All the Particulars will be found in the Papers. The Affair of the Three Lacks of Rupees, on Account of Entertainment for the Governor and Mr. Middleton, has been, I am told, related to you by Rajah Goordaſs; beſides which there are many other Expences which will appear from the Papers, as the Cuſtom of Entertainment is of long ſtanding; and accordingly every
* Sic in Orig. Governor of Calcutta who come * to Moorſhedabad received a daily Sum of 2,000 Rupees for Entertainment, which was in Fact inſtead of Proviſions; and the Lack and a Half of Rupees laid to Mr. Middleton's Charge, was a Preſent on Account of an Agreement entered into by the Baboo Begum. I therefore fixed my Seal to the Account, and forwarded it to Mr. Goring by Means of the Nabob.

" Warren Haſtings,
J. Clavering,
Geo. Monſon,
Rich^d. Barwell,
P. Francis." (b)

Then the Houſe adjourned to the Chamber of Parliament.

(a) Vide Appendix, N° II, and N° XCVI, Page 386.

(b) Vide Appendix, N° XCVIII.

Die Mercurii, 10° *Junii* 1789.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor acquainted the Managers for the Commons, they might proceed to make good their Charge.

The Managers for the Commons offered to produce certain official Documents properly atteſted relative to the Receipt by Mr. Haſtings of the One Lack and a Half of Rupees, ſtating that they were tranſmitted by Mr. Goring to the Board of Council at Calcutta, received by them, recorded without any Objection on the Part of Mr. Haſtings, and tranſmitted by him, likewiſe without Objection, to the Court of Directors.

The Counſel for the Defendant objected to the ſame, as being a voluntary Tranſmiſſion of Papers in themſelves not Evidence, and not ſanctioned by any Conduct of Mr. Haſtings.

The Managers for the Commons being heard in Anſwer to the Objection, and the Counſel for the Defendant in Reply;

The Houſe adjourned to the Chamber of Parliament.

The Lords being returned, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid;

" Gentlemen, Managers for the Houſe of Commons, and you, Gentlemen, who are of Counſel for the Defendant, the Lords have reſolved, That the Papers which are now offered in Evidence by the Managers for the Commons, ought not to be read."

The Managers for the Commons ſtated, that not knowing the Grounds on which the Houſe had determined the abovementioned Documents to be inadmiſſible, they ſuppoſed it muſt be in the Light they had offered them. They wiſhed therefore to know, whether, as the Munny Begum had tranſmitted, under her own Hand, to a Commiſſioner appointed by the Board, and therefore by Mr. Haſtings himſelf, the laſt Document read on Thurſday laſt, they were at Liberty now to read an original Perſian Letter, under the Hand and Seal of the Munny Begum, and ſigned by the Nabob, and tranſmitted by Mr. Goring to the Board, to ſhew that the Munny Begum never, at any Time, varied from the above Teſtimony.

They ſtated alſo, as an Act of Demeanour on the Part of Mr. Haſtings, that when the Munny Begum was not under any ſuppoſed Compulſion, he never attempted to invalidate the ſame.

The Houſe informed the Managers for the Commons, that the Papers offered in Evidence could not be produced in that Light.

The Managers for the Commons informed the Houſe, they would next produce a Witneſs to authenticate an original Perſian Paper, delivered by the Munny Begum to Mr. Goring, under her own Seal, to prove that Mr. Haſtings had received One Lack and a Half of Rupees, under Colour of an Entertainment.

Then CHARLES GORING Eſquire was called in; and being ſworn, was examined as follows.

Q. Whether you had any, and what Converſation with the Munny Begum relative to the Preſent of One Lack and a Half of Rupees given to Mr. Haſtings as an Entertainment?

The Counſel for the Defendant objected to Evidence of any Converſation with the Munny Begum, Mr. Haſtings himſelf not being preſent.

Q. Whether there was any Converſation between you and the Begum upon any Subject?

The Counſel for the Defendant objected on the ſame Ground.

Q. Did you receive any, and what Paper from Munny Begum?
A. I received Five Statements.

The Counſel for the Defendant objected to the Production of the Paper, unleſs it was delivered in Mr. Haſtings's Preſence, and the Contents read to him.

Then the Managers for the Commons ſtated, That the original Inſtrument, under the Seal of the Begum, now in Queſtion, having been rejected, when offered upon the Grounds before ſtated, they now propoſed to offer it upon the Ground of its being an original Inſtrument, duly authenticated under the Seal of the Begum, and atteſted by the Nabob; it being contrary to the Cuſtom of that Country for Women of Rank to appear in Publick, or to take an Oath; to prove which Cuſtom, they deſired the Witneſs might be aſked,

Q. Whether or no, according to the Cuſtom of that Country, a Woman can perſonally appear in Publick to give Evidence?

The Counſel for the Defendant ſtated, That they conſidered the Queſtion as immaterial; objecting, however, That as the Evidence itſelf was not upon Oath, it could not be read.

The Houſe informed the Managers for the Commons, That ſuppoſing the Cuſtom to be as ſtated, it was impoſſible that the Paper, as deſcribed, could be admitted in Evidence againſt the Defendant.

The Witneſs was directed to withdraw.

To ſhew that Mr. Haſtings gave Information to the Court of Directors of this Charge of the One Lack and a Half of Rupees, unaccompanied with any Explanation or Denial on his Part,

Read, from Book 208, already delivered in, the following Extract of a Letter from the Governor General to the Court of Directors, dated Fort William, 31ſt July 1775.

" The Begum, ſince her Diſgrace, has been added to the Liſt of my Accuſers. The Manner in which this extraordinary Manœuvre was effected will be too plainly ſuggeſted, even by the Facts which appear in the abrupt and myſterious Relation of it by Mr. Goring.

" Mr. Goring was deputed by the Board to diveſt the Begum of her Authority, to place it in the Hands of the Son of Nuad Comar, to receive from the Begum the Accounts of the Nabob's Expences, and to deliver them to the Gentlemen, who were, at the ſame Time, appointed to examine and report them to the Board. What private Inſtructions he received I know not; but One of his firſt Acts of Authority, after having taken Care to impreſs the Begum with a proper Idea of the Extent of his Power over her own Perſon, by apprizing her of the Order of the Board for her Removal from the Palace to a remote Houſe in the City, and that the Execution of this Order depended ſolely on his Option, was to impriſon Etwar Ally Cawn, her chief Eunuch and confidential Servant, on the Complaint of One of the Servants of the Houſhold reſpecting a private Grievance, totally foreign from the declared Purpoſes of Mr. Goring's Commiſſion. By this Species of Torture, inflicted on the Mind of a weak Woman, who had hitherto been accuſtomed to the gentleſt Treatment, and moſt reſpectful Addreſs, from all Perſons of what Rank ſoever who approached her, ſhe was compelled to deliver a Paper to Mr. Goring, containing an Account of Two Sums charged to have been paid to Mr. Middleton and myſelf, each amounting to 1,50,000 Rupees. Etwar Ally was in conſequence immediately releaſed from Impriſonment, and the Begum permitted to continue in Poſſeſſion of her own Apartments.

" It is remarkable, that even the obvious Precaution of introducing this ſtrange Production, with ſome Circumſtances which might mark it as the voluntary Act of the Begum, was totally diſregarded; and the Begum, a Woman of the firſt Rank in the Province, made abruptly to preſent a formal Accuſation againſt the Firſt Member of the preſent, and the Two firſt Members of the laſt Adminiſtration, with the gloomy Silence of a common mercenary Informer.

" The following Extracts will ſerve as a Specimen of the Oppreſſion exerciſed on the Begum and her Officers, the Mode choſen by Mr. Goring for eluding the Appeals which ſhe might be provoked to make to the Supreme Court of Juſtice, and the Deriſion with which this inſolent young Man has dared to treat her Feelings, even in a Letter written by him to the Council.

“ Extract of a Letter from Mr. Goring to the Board, dated the 17th May 1775.

‘ On the Begum's hearing that Part of the Letter read relating to her being removed to Meer
‘ Jaffier's Houſe, ſhe exclaimed againſt it; and ſaid, that if ſhe was to quit the Kella, ſhe would
‘ go to Calcutta. I told her this was a diſcretionary Order and left to me, if I thought it neceſ-
‘ ſary, explaining to her that Part of my Inſtructions, and aſſuring her ſhe ſhould be uſed with
‘ the utmoſt Reſpect, according to your Orders. I beg to know, however, if you will admit of
‘ her going to Calcutta, ſhould I find it neceſſary to remove her from the Kella, which I fear I
‘ ſhall, from the Character of the People about her, particularly Etwar Ally Cawn, and Roy Ang-
‘ ſing, the Head of the Hircarrahs, who have been the chief Managers ſince the Begum has had
‘ Charge of the Nabob, and who have accumulated great Wealth, particularly the former, by
‘ his Excellency's Account, who was raiſed from a menial Station to the One he now holds.

‘ As the Begum hinted that there were Courts of Juſtice at Calcutta, and that the Aggrieved
‘ could there get Redreſs, if you think proper, all Orders for confining the Servants, who may be
‘ or are faulty, ſhall be iſſued in the Nabob's Name, who, I apprehend, has an undoubted Right
‘ over them.’

“ Extract of a Letter from Mr. Goring to the Board, dated the 5th of June.

‘ I have only to add, that, previous to ſending the above Papers, I waited on her (the Begum)
‘ with the Nabob and Goordaſs. On mentioning the Matter, ſhe flew into a violent Paſſion, abuſed
‘ Goordaſs, beat herſelf, and denied the Whole.’

“ Extract of a Letter from Nonidroy, addreſſed to the General and the Gentlemen of the Council, and entered in Conſultation of the 24th July.

‘ On the Second of the ſame Month, between Seven and Eight in the Morning, Rajah
‘ Goordaſs went to Ferralang, and was received very graciouſly by Mr. Goring, who ex-
‘ preſſed his Pleaſure at the Kindneſs of the Rajah in this Viſit: After which, they entered into
‘ Converſation with Chyton Durr, the Behla Treaſurer, concerning the Nezerana given to the
‘ Governor, amounting to Two Lacks of Rupees, which were ſent to Calcutta at the Time of the
‘ Begum's being inveſted with the Adminiſtration. At laſt, the ſaid Treaſurer mentioned ſome-
‘ thing contrary to the Orders of the ſaid Gentleman, and was therefore put under a Guard of
‘ Sepoys for near Two Hours; after which, he agreed that he would relate, in the Evening,
‘ whatever he might be able to diſcover from Yatebar Ally Cawn, and from an Examination into
‘ the Papers: On this he was releaſed. Rajah Goordaſs, and the ſaid Treaſurer, went, in the
‘ Evening, to Ferralang, and remained there till near Eight at Night. I underſtand that no-
‘ thing was ſettled. Victuals being ſent to Mr. Goring from the Nabob's Sircar, according to
‘ our eſtabliſhed Cuſtom, he ſent it back again. The Papers of the Seriſhta, of the Nizamut,
‘ Behla, &c. remained open from Nine o'Clock in the Morning till Seven in the Evening.’

“ Mr. Goring ſtill continues at the City, notwithſtanding the oſtenſible Purpoſes of his Commiſſion are, or ought to have been long ago, concluded; retaining the Begum in the moſt abſolute State of Dependance, and perſiſting in his Endeavours to extort from her farther Accuſations; ſometimes practiſing on her Fears by Threats, at others tempting her by Promiſes of reſtoring her former Authority. This I learn from private Information; but I do not think it ſafe to divulge my Authority. You will judge of the Probability of it, from the Facts avowed by Mr. Goring in his Letters, and from the general Tenor of his Commiſſion. This Treatment of the Begum has hitherto produced no other Effect, than to irritate her to ſhort Guſts of Anger, and ineffectual Reſolutions to come down to Calcutta, for an Aſylum againſt a Tyranny which ſhe could no longer ſubmit to.

“ Such is the State of the Perſon, whom your former Adminiſtration thought worthy of being placed in the Firſt Office of Dignity in theſe Provinces, and whom your ſubſequent Commands have ſince confirmed in that Truſt, with Expreſſions of your fulleſt Approbation; and even the moſt honourable Teſtimonies of your Applauſe beſtowed on myſelf, for the Part which I had in the Plan and Conduct of this Tranſaction.

“ As your Curioſity may be excited to read at large the Proceedings on the Diſmiſſion, and ſubſequent Treatment of Munny Begum, and the other Matters produced from both, I beg Leave to recommend to your Peruſal the following Conſultations of the Secret Department in which they will be found, viz. 1ſt, 5th, 9th, 10th, and 25th May; 8th and 12th June, and 24th July.

“ Fort William,
31ſt July 1775.

(At the End)

Warren Haſtings.” (a)

(a) Vide Appendix, Nº II, and Nº XCVI, Page 386; and Vide ſupra, Page 1036.

Then MAJOR SCOTT was called in, and examined as follows.

Q. Whether, in the Year 1782, you did not act as Agent to Mr. Haſtings, by his Authority?
A. I did.

Then a Paper was ſhewn to the Witneſs, and he was aſked,

Q. Did you produce this Paper, on the 8th of May 1782, to the Committee of the Houſe of Commons, as a Letter from Munny Begum?

A. I rather think that it muſt have been in the Year 1783, and not in the Year 1782, that I produced a Perſian Paper to the Committee of the Houſe of Commons, that was then ſitting upon the Affairs of India: I believe it was in the Year 1783.

Then another Paper was ſhewn to the Witneſs, and he was aſked,

Q. Whether that was the Paper, and this the Tranſlation delivered by you, according to the beſt of your Judgement?

The Counſel deſired the Witneſs might be aſked,

Whether he had compared the Paper and Tranſlation ſo as to underſtand whether it was a Tranſlation, and whether that was the identical Perſian Paper?

The Witneſs was aſked,

Q. Do you, or not, remember whether that Paper now put into your Hand, was the Paper you delivered at the Bar of the Houſe of Commons?

A. I do not recollect whether this was the Paper; but I am confounded with reſpect to the Date; being in the Year 1782, and not in 1783, that if it was in the Year 1782, and not in 1783, my Memory has totally forſaken me upon the Subject. The Honourable Manager was examining me before the Committee and Mr. Goring reſpecting the Tranſactions that happened in 1775; Tranſactions that were tranſmitted to the Court of Directors, and by them laid before a Court of Proprietors, and printed for the Information of the Publick. They were Tranſactions that occaſioned a great deal of Noiſe in England at the Time: Parties were very much divided in Opinion upon them; and upon that Occaſion, a Number of Gentlemen, with whom the Honourable Manager then and has ſince acted, took Part with Mr. Haſtings; another Set of Gentlemen, with whom the Honourable Manager has ſince acted, took a very ſtrong Part againſt Mr. Haſtings upon this very Point. At this very Period, I happened to dine with a Gentleman where the Matter before the Committee was talked of, and I mentioned to him, as an extraordinary Circumſtance, that the Select Committee ſhould be then examining into Circumſtances which happened ſo many Years ago, and which I thought were buried in Oblivion. Mr. Baber ſaid he had a very curious Paper upon that Subject, which he would give me. I brought it to the Committee, with the Tranſlation, and delivered it to them. Whether this is the Paper or not I cannot ſay, as I do not underſtand the Perſian Language, but this certainly, as far as I can recollect, not having ſeen it ſince 1783 to the preſent Time, looks like the Paper; whether it is or not, I cannot ſay.

The Managers for the Commons ſaid, they ſhould prove this to be the Paper which Major Scott delivered in to the Committee of the Houſe of Commons.

Q. *(by Counſel.)* Had you any Authority, directly or indirectly, from Mr. Haſtings, for the Production of the Paper you did produce, be it what it may?

A. I certainly had not, and when I came from Bengal as Agent to Mr. Haſtings, I do not believe it entered into the Head of Mr. Haſtings, or of any human Being, to give me Inſtructions relative to Tranſactions in the Year 1775, he having been afterwards Three Times appointed Governor General of Bengal by the Legiſlature. I had no Idea of its being mentioned, after being buried in Oblivion ſo long.

The Counſel for the Defendant objected, That no Paper produced by the Witneſs before the Committee of the Houſe of Commons, without the Authority of Mr. Haſtings, could be Evidence againſt Mr. Haſtings.

Q. Had you Powers of Agency from Mr. Haſtings that extended to this particular Inſtance of delivering in ſuch Papers as theſe?

A. No, not to this particular Inſtance; but I read to the Honourable Manager an Extract from my Inſtructions to the Point to which he alludes.

Q. Whether in delivering thoſe Powers of Agency, you delivered them to the Committee publickly, or to the Manager privately?

A. I went to the Committee, and the Honourable Manager, I believe, generally put the Queſtions to me; he was the moſt active of the Committee, and generally did put the Queſtions to me; and therefore I meant it was in reply to a Queſtion put by him.

Q. To

Q. Whether it was not to the Committee?
A. Yes; to the Committee certainly, on a Queſtion put by him.

Q. Whether you did not deliver in your Powers of Agency, or report them to the Court of Directors?
A. I delivered a Letter from Mr. Haſtings either to the Court of Directors or to the Chairman, which is printed in one of the Reports of the Committee: If the Honourable Manager will read that Letter I will confirm it to be mine. I believe the Select Committee ſent an Order to the Court of Directors, in Conſequence of which it was brought to the Committee, and is printed by them in One of the Reports.

Q. Whether the Object of your Agency was not to defend and explain Mr. Haſtings's Conduct upon ſuch Matters as he might be called in queſtion upon?

The Counſel for the Defendant objected, that the Inſtrument would ſpeak for itſelf.

The Witneſs was aſked:

Q. Was you conſtituted Agent by any Inſtrument?
A. When I left Bengal, Mr. Haſtings either put into the Company's Packet, or gave to me, a Letter to the Chairman of the Court of Directors, or to the Court of Directors, telling them, he had appointed me his Agent in England. I had a Letter of Inſtructions from Mr. Haſtings, One Paragraph of which I read to the Select Committee, and I refer to that to take the true Words of it.

Q. Whether, or no, the Purport of the Powers of Agency —?

The Counſel for the Defendant objected.

Q. Had you any Powers beſides thoſe contained in the Letter you have referred to?
A. No, none: But that it may not be ſuppoſed I laid before the Committee the Whole of the Letter of Inſtructions, I ſtate, that I laid before them a Part only of the Letter I received from Mr. Haſtings: I have no Objection to ſtate the Whole to the Houſe.

The Counſel for the Defendant objected to parole Teſtimony of written Evidence.

The Witneſs was aſked,

Q. Had you any particular Inſtructions beyond what were contained in the Paper?
A. No; none but what were contained in the Paper; but I did not lay before the Select Committee the Whole of the Inſtructions.

Q. Have you got the whole Letter of Inſtructions by you?
A. Yes, I believe I have; I dare ſay I have.

The Counſel for the Defendant objected, that the Witneſs could not be compelled to produce the Inſtructions.

Q. (*by the Managers*). Have you the Paper by you?
A. I have it not in my Pocket.

The Managers for the Commons ſaid, they gave the Witneſs Notice to produce it To-morrow.

The Counſel for the Defendant ſaid, that Production would be accompanied with the Objection already made.

The Witneſs was directed to withdraw.

Then Mr. WILLIAM EVATT was called, and being ſworn, a Paper was ſhewn him; and he was examined as follows:

Q. Look at that Paper?
A. This Paper was produced by Major Scott to the Select Committee on the 8th of May 1782.

Q. Are you ſure of the Time?
A. Yes, the 8th of May 1782. I have the Minute here of the Time it was produced, "A Minute of the 8th of May 1782."

Q. Are thoſe the original Minutes of the Committee?
A. Theſe are the original Minutes of the Committee.

Then another Paper was produced to the Witneſs.

Q. Look at the Tranſlation. Was that a Tranſlation of it?
A. This was the Tranſlation delivered in by Major Scott the ſame Day.

Q. Was it delivered in as a Tranſlation of that other Paper?
A. Yes; it was.

Q. Were thoſe Papers delivered in by Major Scott?
A. Theſe are the Two Papers delivered in by Major Scott.

Q. Were they docquetted by you?
A. They were.

Q. At the Time?
A. Yes.

Q. I deſire to know whether Major Scott was not examined at another Time?
No Anſwer.

Then the Witneſs was directed to withdraw.

Then EDWARD BABER Eſquire was called in; and being ſworn, and Two Papers being ſhewn to him, he was examined as follows:

Q. Look at thoſe Two Papers, and ſay, Whether thoſe are the Papers, to the beſt of your Recollection and Belief, which you delivered to Major Scott?
A. I believe they are.

Q. I deſire to know, Whether you did not yourſelf authenticate thoſe Papers before a Select Committee of the Houſe of Commons in the Year 1782. Whether the Perſian Paper was not delivered by you to a Select Committee of the Houſe of Commons as an authentic Letter from the Munny Begum?

A. I delivered this to Major Scott, who delivered it to the Committee of the Houſe of Commons.

Q. Was you examined yourſelf upon the Subject?
A. I was.

Q. Did you declare to that Committee ——?

The Counſel for the Defendant objected to the Queſtion.

Q. From whom did you get that Letter?
A. Munny Begum ſent this Letter to me by the Hands of her Moonſhy, Abdul Reum Cawn.

Q. For what Purpoſe did Munny Begum ſend it to you?

The Counſel for the Defendant objected to the Queſtion.

Q. Was you directed to ſend that Letter over here?
A. I ſent a Tranſlation of this Letter to Mr. Haſtings at Calcutta.

Q. To Mr. Haſtings himſelf?
A. Yes.

Q. Was it delivered to you by Abdul Reum Cawn for the Purpoſe of being delivered to Mr. Haſtings by you?
A. It was delivered to me for the Purpoſe of being tranſlated and ſent to Mr. Haſtings.

Q. You did ſend it accordingly?
A. I did ſend it accordingly.

Q. You did not tranſlate the Letter yourſelf?
A. No; I do not underſtand Perſian.

Q. What was it you ſent to Mr. Haſtings?
A. I ſent a Tranſlation of this Paper to Mr. Haſtings. I was at Murſhedabad, a hundred Miles from Calcutta. I ſent it by the Poſt to Mr. Haſtings. It was tranſlated by Mr. Cowper, who then lived with me at Murſhedabad.

Q. I deſire to know whether the Tranſlation now in your Hand, was the Tranſlation you ſent to Mr. Haſtings, or an authentick Copy of it?
A. This is a Copy of the Tranſlation I ſent to Mr. Haſtings.

Q. To whom was the Letter directed?
A. The Letter I ſent to Mr. Haſtings, was directed to Mr. Haſtings.

Q. But the Perſian Letter and Tranſlation; to whom was it directed? To whom was it addreſſed?
A. I do not underſtand Perſian.

Q. To whom is it addreſſed?

A. The Addreſs I will read, if you pleaſe. (*Reads.*) "Tranſlation of a Narrative written by the Begum Regent Dowager of the late Nabob, Meer Mahomed Jaffier Ally Khan, and Mother and Guardian of the preſent Nabob Mubarruck ud Dowlah; ſetting forth the Particulars of the extraordinary Conduct and Proceedings of Mr. Charles Goring, who was deputed by the Gentlemen of the Majority, Meſſrs. Clavering, Monſon, and Francis, to diſpoſſeſs her of the Regency, and to ſeize upon all the Houſehold Papers and Accounts:—addreſſed to the Eaſt India Company." There is a Mark in the Hands of the Perſon who copied it, "Addreſſed to the Eaſt India Company."

Q. (*by a Lord.*) That Paper, together with that Mark and that Title, you ſent to Mr. Haſtings—a Copy of it?

A. I did.

Q. A faithful Copy?

A. Of courſe; I never ſend any other.

Q. (*by Managers.*) Do you not know that that Letter is addreſſed to the Eaſt India Company? Do you know any Thing more of it than what you obſerve upon the Face of the Paper?

A. Nothing. It is not upon the Original, I believe; but it can be aſcertained.

Q. What did you do with the Paper when you brought it to England?

A. I kept theſe Two Papers in my Poſſeſſion as mere Matters of Curioſity; and when this Subject was enquired into by the Select Committee of the *Houſe of Commons*, I told Major Scott I had ſuch a Paper, if it could be of any Uſe I would give it him: I did give it him, and he gave it to the Select Committee.

Q. (*by a Lord*). Did you ever read it?

A. Yes, ſeveral Times.

Q. (*by a Manager*). Whether you ever communicated it to any of the Directors of the Eaſt India Company?

A. No.

Q. Nor to any other Perſon but Major Scott?

A. No.

Q. Whether you had any Direction from Mr. Haſtings relative to his Defence, or any Powers of Agency, or acting for him. Had you any Directions from Mr. Haſtings relative to his Defence?

A. At what Time?

Q. At any Period of Time from the Time of your coming from Murſhedabad, or there?

A. No; not particularly.

Q. Did Mr. Haſtings never ſay any Thing to you relative to his Defence?

A. I drew a Part of the Defence upon this very Subject of the Preſents, by Mr. Haſtings's Deſire.

Q. When you drew up that Defence, you had a Knowledge of the Exiſtence of that Paper?

A. I had.

Q. Whether or no you had any other Power, at any other Time, or any other Direction, from Mr. Haſtings, relative to his Defence, either in India of afterwards, except that now ſtated by you?

A. I do not recollect that I ever had any Power or Inſtructions relative to Mr. Haſtings's Defence. I know that when I left India, I brought ſeveral Letters from Mr. Haſtings to different Gentlemen in England; and as his Conduct was very often the Subject of Enquiry, any Opportunity that I might have of explaining any Part of his Conduct, as far as that, if that could be called Inſtructions for his Defence, I have had Converſations with Mr. Haſtings.

Q. (*by Counſel*). You ſaid you ſent a Tranſlation of this Paper to Mr. Haſtings at Calcutta; whether it conſiſts with your Knowledge whether Mr. Haſtings did or did not receive the Letter containing that Tranſlation?

A. I do not know; for he never gave me any Anſwer to the Letter.

Q. (*by the Managers*). Had you any Reaſon to believe that Mr. Haſtings did not duly receive that Letter? How did you ſend it?

A. By the Dawk; by the Poſt.

Q. (*By a Lord*). I would aſk a Queſtion only for Explanation. What did you underſtand by the Expreſſion you uſed; namely, when you offered to give the Paper to Major Scott you ſaid, you would give it, if it could be of any Uſe; of Uſe to whom?

A. To Mr. Haſtings.

Q. *(By a Manager)*. Whether, when you drew the Defence of Mr. Haſtings upon this Article, you believed that Mr. Haſtings was ignorant of what was reported againſt him in the Reports of the Select Committee?

The Counſel for the Defendant objected to the Queſtion.

Q. *(By a Manager)*. What Diſcourſe had you with Mr. Haſtings at the Time when you drew his Defence?

The Houſe informed the Managers for the Commons, that where a Perſon was employed by another to draw his Defence, it was not competent to aſk what Converſation paſſed between him and the Perſon who employed him.

Q. Did you receive any Inſtructions from Mr. Haſtings for his Defence, or draw it up from your own Knowledge upon the Subject?

A. I drew it up from ſuch Materials as Mr. Haſtings afforded me.

The Witneſs was directed to withdraw.

Then DALHOUSIE WATHERSTONE Eſquire was called in; and being ſworn, was examined as follows:

Q. Whether you are acquainted with the Perſian Language?

A. I have ſome Knowledge of it.

Q. Have you as good a Knowledge of the Perſian Language as is common with Perſons who are employed by the Company in tranſacting Affairs with the Natives?

A. I was employed as Perſian Tranſlator in India.

Then a Paper was ſhewn to the Witneſs, and he was aſked,

Q. Whether that Paper is not, to the beſt of your Knowledge and Belief, a Paper delivered to you by the Select Committee of the Houſe of Commons, and which they requeſted you to tranſlate?

A. I believe it is.

Then another Paper was ſhewn to the Witneſs, and he was aſked,

Q. Whether that Paper, purporting to be a Tranſlation of that Original, was not delivered at the ſame Time to you?

A. I think I was alſo ſhewn this Tranſlation.

Q. Whether the Committee did not requeſt you to make an accurate Tranſlation of that Perſian Original?

A. The Committee requeſted me to do ſo, and I did it to the beſt of my Knowledge.

Q. Is that the Tranſlation (ſhewing it the Witneſs)?

A. This is the Tranſlation, and it is in my own Hand Writing principally.

The Witneſs was directed to withdraw.

Then CHARLES WILLIAM BOUGHTON ROUS Eſquire was called in; and being ſworn, a Paper was ſhewn to him, and he was examined as follows:

Q. Pleaſe to look at that Paper: Was that Paper delivered to you by the Committee of which you was a Member, requeſting of you to aſſiſt Mr. Watherſtone in the Tranſlation of it?

A. I believe it is the ſame Paper.

Q. Did you reviſe that Tranſlation, and correct it with Accuracy, to the beſt of your Judgement?

A. Mr. Watherſtone ſhewed me the Tranſlation he had made, and I reviſed it as carefully as I poſſibly could.

Q. Is that the Tranſlation?

A. This is the Tranſlation, and has many Corrections in my Hand-writing, which were adopted by Mr. Watherſtone.

The Witneſs was directed to withdraw.

The Managers for the Commons deſired that the Tranſlation might be now read.

The Counſel for the Defendant objected to it.

The Houſe informed the Managers for the Commons it was impoſſible to read it without Conſent.

Then the Managers for the Commons ſtated, they would eſtabliſh Major Scott's Agency before they proceeded further to offer the Paper.

Major Scott called in again, and examined as follows:

Q. *(By the Managers).* Whether Mr. Haſtings continued ignorant of the Exiſtence of this Letter after you had been appointed his Agent, and after you produced it to the Committee?

A. I am perfectly clear that I never, in any Letter to Mr. Haſtings, mentioned One ſingle Syllable relative to the Letter; I did not deem it of the ſlighteſt Conſequence or Importance; and I never had, directly or indirectly, Inſtructions from Mr. Haſtings relative to Munny Begum. I do not believe, in the Courſe of my Life in India, I ever heard Mr. Haſtings mention the Name of Munny Begum, but I am perfectly clear my Inſtructions went upon Matters totally and entirely different, and they are, I believe, now at my Banker's: I will take Care and have them To-morrow, and I have not the leaſt Objection to lay them before the Houſe; but I think I can ſatisfy the Managers that there is not One ſingle Syllable in them relative to Munny Begum.

Q. Whether you never did communicate to Mr. Haſtings any Thing relative to that Paper, after you had delivered it into the Committee?

A. I believe never, till within theſe few Days; while in India never, I am clear.

Q. Whether you was not examined relative to that Paper in the Year 1783 alſo?

A. I was; and that is the Period I particularly remember in the Year 1783; it was in January or February 1783, I believe.

Q. Do you know, or believe, that Mr. Haſtings ever received the Eleventh Report of the Select Committee?

A. I believe I ſent him that Report myſelf.

Q. Whether that Letter, with Obſervations upon it, is not annexed in the Appendix to the Eleventh Report?

A. Yes; but I never ſent Mr. Haſtings the Appendix; I ſent him the Report, as it was printed as a Pamphlet by Debrett; and I believe I accompanied it with ſome Obſervations of my own which I printed myſelf in reply to it.

Q. But I aſk, why, when you communicated the Eleventh Report to Mr. Haſtings, you did not alſo communicate the Appendix to him?

A. It is very poſſible I could not get Two Copies at the Time. The Appendix was not printed as a Pamphlet.

Q. *(by a Lord).* Had you any Reaſon for not communicating it?

A. None; and I am not ſure that I did not.

Q. Do you know any Thing of Mr. Baber's preparing a Defence for Mr. Haſtings?

A. Yes; I believe I gave Mr. Baber the Materials myſelf.

Q. Did you, when you was preparing a Defence for Mr. Haſtings, take no Notice of ſuch a Letter?

A. No; and I rather believe at that Time I had not read the Letter through; it is a long Letter from Munny Begum, written in the Eaſtern Stile. I might have read Parts of it; but I am ſure I did not read it ſo as to leave any Impreſſion upon my Memory; nor at this Moment, if I was aſked about it, do I know the Contents of the Letter.

Q. Do you recollect whether you did, or did not, ſend the Appendix to the Eleventh Report to Mr. Haſtings?

A. Indeed I cannot recollect; if I could I would ſay ſo directly.

Then the Witneſs was directed to withdraw.

Then ROBERT HUDSON was called in, and examined as follows:

Q. Do you know whether a Copy of the Eleventh Report, with its Appendix, was or was not tranſmitted to Mr. Haſtings?

A. I do not.

Q. Have you inſpected the Books upon that Occaſion?

A. It appears by a Letter ſent to Bengal, that the Reports of the Select Committee were ſent; but how far, and whether they contained the Eleventh Report or not, does not appear.

Q. What was the Date of that Tranſmiſs?

A. The Tenth of September 1783.

Q. Was there any Tranſmiſs after that to Mr. Haſtings?

A. I believe not.

The Managers for the Commons ſtated, that they would poſtpone the Production of the Paper before offered till the full Powers of Major Scott's Agency ſhould be before the Houſe; and would now proceed to prove, that when Mr. Haſtings received the One Lack and a Half of Rupees for an Entertainment, he did at the ſame Time receive a large Sum of Money from the Company for his Expences during that Period, under the Name of Travelling Expences.

Then Mr. WRIGHT was called in; and being ſworn, was examined as follows:

Q. What is your Office in the India Houſe?

A. Auditor of Indian Accounts to the India Company.

Q. Whether or no you have examined into any Allowances made to Mr. Haſtings in the Year 1772, for any Account of Travelling or other contingent Charges?

A. I have.

Q. What have you found relative to that Subject?

A. There is a Sum advanced to the Governor, amounting to Thirty thouſand and odd Rupees, for Travelling Charges.

Q. When advanced?

A. In October and November 1772.

The Witneſs produced a Book, and proceeded as follows:

This Book is called the Caſh Account of the Honourable United Company trading to the Eaſt Indies, for November 1772.

Q. Where was that Book tranſmitted from?

A. From Bengal.—On the Credit Side in this Month is the following Entry:

" By Durbar Charges.

" Paid the Governor's travelling Charges Six Months, 14,335 5 6."

There is another Entry in the next Month's Account, December 1772.

" By Durbar Charges.

" Paid the Governor's travelling Charges for Six Months, from April to September, 17,014 4 9."

Q. Have you examined into the Expences allowed for the Charges of the Committee of Circuit?

A. I have.

Q. What do thoſe Charges amount to?

A. The Paper I have in my Hand contains an Abſtract of Expences taken from Books received from Bengal.

The ſame was delivered in.

" Charges of the Committee of Circuit in 1772-3. Extracted from Buxey's Books, &c.

" Under the Head of Travelling Charges.

June 1772.	Page 11.	Paid Account Governor, &c. Gentlemen of the Council, going to Kiſſenagore and Moorſhedabad Curr. R^s	8,818	7	6
Sept.——	Page 9.	Paid Governor, &c. Gentlemen Return from Moorſhedabad — — — — — —	123	12	3
Nov.——	Page 11.	Paid on Account of the Governor, &c. Gentlemen of the Council going to Kiſſenagore and Moorſhedabad	65	11	3
		Paid Mr. Goodlad's Bills, &c. &c. — —	831	9	6
		Carry forward	9,839	7	18

" Under

		Brought forward Curr. Rs.				9,839	7	18
		" Under the Head Charges Committee of Circuit.						
Nov. 1772.	Page 12.	Paid Mr. Goodlad's Bill — — —				876	15	6
Dec. ——	Page 10 and 11.	Paid Mr. Stewart's, Rodrigue's, and Goodlad's Bills — — — — —				8,846	9	—
	Page 15.	Travelling Charges paid Meſſrs. Lawrell and Middleton, going to Moorſhedabad — — —				786	13	9
Feb. 1773.	Page 12.	Paid Mr. Bogle's Bill — — — —				1,080	—	—
Mar. ——	Page 10 and 11.	Paid Mr. Graham, coming from Murzapore, and their Paymaſter's Draft — — —				3,130	—	3
April ——	Page 7.	Paid Account Committee's Travelling Charges — —				85,406	6	9
July ——	Page 7.	Paid N. Parker's Bill — — — —				496	12	9
		Curr. Rs				1,10,463	2	6
		" From the Moorſhedabad Journal.						
		Under Profit and Loſs.						
Sept. 1772.	Page 12.	Bearers, &c. ſent to the Committee	896	13	—			
		Mr. Middleton's Expences — —	432	1	5			
		Sicca Rupees	1,328	14	5	or C. Rs 1,541	8	2
		Curr. Rs				1,12,004	10	8

Q. Whether Mr. Haſtings was not a Member of the Committee of Circuit?

A. It appears from the Records that he was.

Q. *(Croſs examined by Counſel).* Whether you have a Reference to the particular Parts of the Accounts from which you ſpeak? Does that Paper furniſh you with References to the Books from which it is taken?

A. It does.—The Books are here.

Q. Who were the Members of the Committee of Circuit at the Time you are ſpeaking of, and was Mr. Haſtings for any, and what Time?

A. From the Proceedings of the Committee of Circuit it will appear Mr. Haſtings was preſent from June to September 1772.

Q. What is the Time compriſed in the Account delivered in?

A. From June 1772 to July 1773.

Q. Are both of thoſe Months incluſive?

A. There are Payments in each of thoſe Months.

Q. On what Day of the Month does the Firſt Payment appear to have been made?

A. It is not mentioned in the Books.

The Witneſs was directed to withdraw.

Then the Managers for the Commons ſtated, they would proceed further to prove the Receipt of the other Two Lacks of Rupees by Mr. Haſtings, for which Purpoſe they deſired a Conſultation of the 24th July 1775, might be read, containing a Repreſentation made by Rajah Goordaſs in the Preſence of Mr. Goring, and tranſmitted to the Board.

The Counſel for the Defendant objected to any Paper tranſmitted by Mr. Goring, upon the Ground before taken.

The Houſe informed the Managers for the Commons, that the Paper offered could not be read.

The Managers for the Commons ſtated, that they offered it to introduce Mr. Haſtings's Demeanour thereupon; namely, that he made no Objection to it when received, that he tranſmitted it to the Court of Directors, and that Rajah Goordaſs was afterwards appointed by Mr. Haſtings to an Office of Truſt, though he never had retracted the Charge made againſt Mr. Haſtings in the above Repreſentation.

The Counſel for the Defendant relied upon their Objection.

The Houſe informed the Managers for the Commons, that the Circumſtances ſtated were not ſufficient to make a Paper Evidence, which was not ſo in its own Nature.

The

The Managers for the Commons ſtated, That the Paper was already printed in the Appendix.

The Counſel for the Defendant contended, that it was nevertheleſs open to them to object to any Thing contained in the Appendix if objectionable, when it came to be applied as Evidence.

The Houſe obſerved, that when the Queſtion about reading Evidence originally came on, the Counſel for the Defendant objected that Parcel of a Writing could not be read without reading the Whole, upon the clear Rule of Law in that reſpect; and as it was underſtood that the Reſt might be material in ſubſequent Parts of the Accuſation and Defence, it was ſettled that the Whole of the Paper or Document, as far as it related to the Subject Matter in Queſtion (a), ſhould be introduced in an Appendix. It would not be conſidered therefore, that becauſe the Parties were not accurate enough to point out the objectionable Parts of the Evidence at the Time, that they ſhould afterwards be intirely precluded.

Then the Managers for the Commons propoſed to read the Appointment of Rajah Goordaſs before mentioned; but the Book not being at Hand the ſame was poſtponed.

Then the Houſe adjourned to the Chamber of Parliament.

(a) Vide ſupra, Page 419.

Die Jovis, 11° Junii 1789.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Managers for the Commons they might proceed to make good their Charge.

The Managers for the Commons deſired Major Scott might be called.

MAJOR SCOTT was called in accordingly, and examined as follows:

Q. Have you got your Powers of Agency, with your Inſtructions?

A. The Inſtructions I have; my Power of Agency I have not got; it was ſent to the Company. I ſuppoſe my Inſtructions are what the Honourable Manager means. I have them.

Q. Was there any other Power of Agency beſides that which was laid before the Court of Directors?

A. No other, except the Inſtructions, which I have brought with me.

The Managers for the Commons deſired Major Scott might produce the Inſtructions.

The Witneſs was aſked by the Houſe, whether he had any Objection to producing the Inſtructions?

A. Not the leaſt.

Then a Paper was delivered in by the Witneſs, and read as follows:

"Fort William, 5th January 1781.

"To Major Scott.

"Sir,

"I hereby appoint you my Agent for the following Purpoſes, and for ſuch others as I ſhall hereafter recommend to you.

"1ſt. I rely on your Friendſhip for your general Attention to ſuch Points as may in any Manner affect my Authority, or the Intereſt and Credit of my Adminiſtration; and on your Diligence in tranſmitting to me the moſt early and ſpeedy Intelligence of all Matters which it may be neceſſary for me to know for the Regulation of my publick Conduct.

"2d. I requeſt and authoriſe you to publiſh any of the Tranſactions of this Government, the Knowledge and clear Explanation of which ſhall be neceſſary to the Vindication of my Character from any Attempts made to depreciate it; deſiring you to uſe the greateſt Caution that no Aſſertion, Opinion, or Argument eſcape you for which you have not a ſure Warrant, either in the Papers of your own Poſſeſſion, or in thoſe which are or may be in the Hands of Mr. Sulivan, or in your own Knowledge. As I wiſh to employ this Reſource only in Caſes of abſolute Neceſſity, being moſt unwilling to commit my Name or Actions defenſively to the publick Judgement, I deſire that you will take no Step of this Kind without conſulting Mr. Sulivan, or in the Event of his Abſence, Mr. Pechell; and I ſhall be obliged to you if you will put your own Name, with the Declaration of my Authority, to every ſuch Publication.

"3d. Having experienced much Inconvenience and Doubt from the total Want of Intelligence of the Deſigns projected by the French Court againſt our Poſſeſſions in India, except in One ſingle Inſtance, with which you are acquainted, I deſire that you will endeavour to deviſe and eſtabliſh ſome authentic and permanent Means for obtaining ſuch Information, both at the Capital and at One of the principal Ports of France, and that you will tranſmit the ſame to me at large in the ſame Series and Form in which you ſhall yourſelf receive it, ſelecting and abſtracting the moſt material Points, whenever you find it neceſſary to write to me in Cypher.

"4th. I deſire that you will alſo endeavour to eſtabliſh a permanent Line of Conveyance for Letters by Land, either by the Way of Suez, which I would prefer to all others if it ſhall be practicable, or by that of Baſſore, fixing the Stages and Agents in ſuch a Manner as you ſhall judge the moſt likely to prove expeditious and ſure, obſerving as much Frugality as ſuch an Arrangement will admit.

“ 5th. For the Expence of the foregoing Commiſſions, and other Charges, which you may incur on my Account, I give you a Bill on my Attornies for the Sum of One thouſand Pounds Sterling, and authorize you to draw upon me for any further Amount.

“ 6th. I give you Letters of Introduction to Lord North, and the Chairman of the Court of Directors, which I intend as official.

“ You will either ſend or deliver them as you ſhall be adviſed, and make an Offer to both of ſuch Informations as you can give them of the State of this Government, and in Explanation of the general Line of Conduct and particular Meaſures purſued by it.

“ Reſpecting my own Wiſhes, I have none, but that I may be allowed ſuch a Degree of Confidence and Power as may enable me to diſcharge the Duties of my Station with Effect, and to ſupport the Intereſts of the Company and the Britiſh Nation in India. My Place is not at this Time an Object of Envy to any Man who values either his Eaſe or Reputation. I will hold it while it is encumbered with ſuch Difficulties and Dangers as ſhall, in my Eſtimation of them, render it diſhonourable in me to abandon it; and while I am allowed to poſſeſs and exerciſe the Powers which are inherent in the Government itſelf.—But when the Safety of the Company's Poſſeſſions ſhall be ſo well ſecured as no longer to make it an Obligation of Honour and Fidelity to remain in the Adminiſtration of them, or whenever thoſe, under whoſe Authority I ſerve, ſhall either withdraw their Confidence from me, or diſtribute the Powers of this Government between me and others, in ſuch a Manner as to diſable me from employing them in eſſential Points, according to my own Judgement and Diſcretion, I ſhall, in either of theſe Caſes, conſider myſelf as acquitted from every Obligation to remain in the Service; but ſhall in every Caſe reſerve to myſelf the ſole Right of reſigning it, declaring that I will not entruſt any Man living with the Power of acting for me for ſuch a Purpoſe. Theſe Sentiments I deliver to you, that you may make them known without Reſerve, and in the moſt publick Manner, if there ſhall be an Occaſion for it.

“ 7th. I deſire that you will conſult my valuable and moſt reſpectable Friend, Mr. Sulivan, on every Subject which ſhall have a Relation to my public Intereſt or Credit, and reſolve on no material Point without his Advice; and when you cannot have the Benefit of his Aſſiſtance, I recommend to you to obſerve the ſame Deference and Attention to Mr. Pechel, and General Caillaud, on whoſe Friendſhip and Judgement I place implicit Reliance, founded on a long Experience of both.

“ I am,
Sir,
Your moſt affectionate Friend,
Warren Haſtings.

“ P. S. I ſhall put into your immediate Poſſeſſion Copies of all our Proceedings, in a regular Series, which have a Relation to the Maratta War. Theſe, and all other Papers which I may hereafter have Occaſion to ſend to you, you will be ſo good as to keep apart, properly labelled, and return to me whenever we meet, if in England, as I may have Occaſion to employ them hereafter.

W. H.”

Q. *(by the Managers).* Are thoſe the original Inſtructions?

A. They are in Mr. Haſtings's Hand-writing, which he delivered to me, before I left Bengal, upon the Day of the Date of them.

Q. Whether Mr. Haſtings has other Agents in England beſides you, or had at that Time?

A. I do not believe that he had; He had an Agent in England, Colonel Macleane, who is dead.

Q. Was Major Fairfax his Agent?

A. Major Fairfax did not leave Bengal till a Year after me; and he was not Mr. Haſtings's Agent.

Q. Did you communicate with Mr. Sullivan when you preſented that Paper to the Committee?

A. I do not underſtand what Paper is meant.

Q. The Letter purporting to be a Letter from Munny Begum, together with the Tranſlation mentioned Yeſterday.

A. Certainly I did not, and for this Reaſon, that I deemed it of no Sort of Conſequence.

Q. If you deemed the Letter of no Conſequence, why did you preſent it to the Committee?

A. When I ſay I deemed it of no Sort of Conſequence, I mean as having a Reference to any Inſtructions received from Mr. Haſtings; and I ſhould conceive, with your Lordſhips Permiſſion, that it would be right to ſtate the Ground upon which I came to this Country as Agent for Mr. Haſtings, in order to ſhew that more clearly.——In the latter End of the Year 1780, the Situation of the Britiſh Government in India was very ſerious and alarming; we were involved in a War with the Mahrattas and with France, and a Dutch War was expected; juſt at that Period the Carnatic was invaded by Hyder Ali Khan.

The Managers for the Commons objected to the Witneſs going into Matter foreign to the Enquiry.

The Houſe obſerved, that the Witneſs was now offering to explain the Ground, about which a Doubt had been ſuggeſted, why it was proper for him to carry this Paper before the Committee, and that Credit muſt be given to him, that he would apply himſelf cloſely to the Matter of ſuch Explanation.

(Witneſs.)—I mean to be ſtrictly applicable to the Queſtion put to me by the Managers, not wiſhing to waſte the Time or divert the Attention of this Court with any Thing that is impertinent. In that Situation the Carnatic was invaded by Hyder Ali Khan, and by his firſt Operations near a Third of our Army was deſtroyed: At the ſame Period the Government of Bengal received Intelligence that a very conſiderable Armament was on its Way from France to the Coaſt of Coromandel.

The Managers for the Commons repeated their Objection.

The Houſe obſerved, that it was difficult to foreſee how the Terms of the Explanation, as hitherto ſtated, would conclude to the Point in Queſtion; but at the ſame Time, as it was not eaſy to lay down a Rule at the Commencement of an Undertaking of this Sort, by which a Witneſs ought to conduct himſelf afterwards, Credit muſt be given that he meant to bring it home ſome Way or other.

The Witneſs then proceeded, as follows:

A. Preciſely at that Period, Mr. Francis, a Gentleman who was a Member of the Supreme Council, had declared his Intention of proceeding to England. It had happened that ſome Months previous to this, I was a Sort of a Party in bringing about a Coalition between Mr. Haſtings and Mr. Francis; and at the Period when Mr. Francis expreſſed his Intention of going to England, I had quitted Mr. Haſtings's Family, and commanded a Battalion of Sepoys at Chunargur; from that Garriſon I wrote to Mr. Haſtings, and told him, that as Diſputes had been carried to ſo violent a Height between Mr. Francis and himſelf reſpecting the Mahratta War, I did conceive that Mr. Francis, returning to England, and ſpeaking of Events that had recently happened, ſhould be met by ſome Perſon or other on the Part of Mr. Haſtings: That as the Battalion I commanded would probably remain Two or Three Years in Garriſon, if there was no other Gentleman of his Family, or who had been in his Family, and was acquainted with the Tranſactions of India, whom he choſe to ſend, I offered myſelf for that Service. I ſoon after came to Calcutta, and embarked for England, on the Seventh or Ninth of January 1781, with theſe Inſtructions. But as I had not the moſt diſtant Idea then, nor at the Time I was examined by the Select Committee relative to this Buſineſs of Munny Begum, that any One Matter which had happened ſo early as the Year 1775, antecedent to Three ſeveral Appointments by the Legiſlature of Mr. Haſtings to be Governor General of Bengal, I certainly thought it quite unneceſſary to communicate upon any Subject of that Kind with Mr. Sullivan.

The Managers for the Commons ſtated, that the Witneſs had not anſwered the Queſtion laſt put to him, and deſired that the Two preceding Queſtions might be read.

The ſame were read accordingly.

Q. Did you communicate with Mr. Sullivan when you preſented that Paper to the Committee?

A. I do not underſtand what Paper is meant.

Q. The Letter purporting to be a Letter from Munny Begum, together with the Tranſlation mentioned Yeſterday?

A. Certainly I did not, and for this Reaſon, I deemed it of no Sort of Conſequence.

Q. If you deemed the Letter of no Conſequence, why did you preſent it to the Committee?

A. When I ſay, I deemed it of no Sort of Conſequence, I mean as having a Reference to any Inſtructions received from Mr. Haſtings; and I ſhould conceive, with your Lordſhips Permiſſion, it would be right to ſtate the Grounds on which I came to this Country as Agent to Mr. Haſtings, in order to ſhew that more clearly.—In the latter End of the Year 1780, &c. (a)

Q. *(by Managers)*. I deſire that the Witneſs will anſwer the Queſtion, Why he came to deliver that Paper to the Committee, when he thought it of no Conſequence?

A. I do not know how I can explain that without being thought guilty of ſomething or other impertinent to the Committee themſelves, in preſenting a Paper to them which I thought of no

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(a) Vide ſupra, Page 1052.

Conſequence; it did not appear to me at the Time to be of any Conſequence. It was a Paper that I read in part at the Time Mr. Baber gave it me; I am ſure I did not read it through. They were examining Mr. Goring before the Committee at the Time. This Paper, as far as I read it, contained an Account of Mr. Goring having behaved in an oppreſſive Manner to her, and I brought it to the Committee without having read it through.

The Managers for the Commons deſired the Witneſs might give a direct Anſwer, why, thinking this Paper of no Conſequence, he delivered it to the Committee.

The Witneſs was aſked,

Q. Can you recollect any Inducement you had for communicating to the Committee a Paper which you thought of no Conſequence?

A. Indeed I cannot.

Q. Was it communicated to Mr. Pechell?

A. Mr. Pechell had died ſeveral Months before, or ſome Time before.

Q. Whether it was communicated to General Cailliaud?

A. No; he lived altogether in Oxfordſhire I believe; I very ſeldom ſaw him.

Q. Had you any, and what Diſcourſe with Mr. Baber at the Time?

A. Mr. Baber told me he had a very curious Paper, which he would give me to make uſe of if I pleaſed. I believe I mentioned Yeſterday the Diſcourſe I had with Mr. Baber, which was expreſſing my Aſtoniſhment and Surpriſe to him, that the Committee ſhould go upon this Enquiry.

Q. Why, as Mr. Baber conſidered it as a curious Paper, you conſidered it as a Paper of no Conſequence, not having read it?

A. I mean of no Conſequence as a Reference to the Inſtructions of Mr. Haſtings, which I conſidered as relating to great political Points, and not to ſuch a fooliſh Thing as this.

The Managers for the Commons objected to the Anſwer of the Witneſs as diſreſpectful, and deſired it might be read.

The ſame was read accordingly.

A. I mean of no conſequence as a Reference to the Inſtructions of Mr. Haſtings, which I conſidered as relating to great political Points, and not to ſuch a fooliſh Thing as this.

(*Witneſs.*) I hope your Lordſhips will indulge me a few Words in Explanation. I meant this fooliſh Paper of the Begum's Writing, not the Cauſe the Honourable Managers are engaged in.

Q. The Witneſs has ſaid, he thought this Paper of no Conſequence; he had not read it through, but he read far enough to ſee that there was a Charge againſt Mr. Goring, for oppreſſive Behaviour. Was that the Object for producing the Paper?

A. Not as meaning to criminate Mr. Goring, but to ſhew the Violence to which Party was carried at that Time. I looked upon Mr. Goring as an Agent employed by the Gentlemen who ſent him up.

Q. Whether you conceived, that if it appeared in that Paper, that Mr. Goring had uſed oppreſſive Conduct to the Begum, that it would not invalidate the Charge contained in it againſt Mr. Haſtings?

The Counſel for the Defendant objected, that what the Witneſs conceived at the Time he produced this Paper, was no Evidence againſt Mr. Haſtings.

The Managers for the Commons contended, that it was competent to them to put the Queſtion, and deſired an Anſwer.

Then the Queſtion was read by the Clerk.

Then the Houſe adjourned to the Chamber of Parliament.

The Lords being returned, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid: "Gentlemen, Managers for the Commons, and you, Gentlemen, who are of Counſel for the Defendant, the Lords have reſolved, That the Queſtion laſt propoſed by the Managers for the Commons, ought not to be put, and have directed me to acquaint you therewith."

Then Major Scott was again called in, and aſked,

Q. Whether at the Time you produced this Paper, Mr. Goring was giving Evidence before the Committee?

A. I am not quite ſure, but I believe he was.

Q. Did you know the Effect of Mr. Goring's Evidence at that Time?

A. I believe I was preſent when Mr. Goring gave it.

The Counſel for the Defendant objected, that this was purſuing the Line which the Houſe had decided againſt.

Q. Did you hear that Evidence?

A. I did.

Q. Whether it was not with an Intention to invalidate that Evidence that you produced the Paper?

The Counſel for the Defendant objected, that the Intention of the Witneſs in producing the Paper could not affect the Defendant.

The Managers for the Commons ſtated, they ſhould ſhew that the Purpoſe for which Major Scott produced this Letter was authorized by the Defendant, and then the Contents would be admiſſible in Evidence againſt him. They would however poſtpone the Queſtion, for the preſent, and aſk,

Q. Whether Major Scott did not ſend a Copy of the Eleventh Report to Mr. Haſtings?

A. I believe I anſwered that Queſtion Yeſterday, that I did, at the latter End of the Year 1783, or the Beginning of 1784, when it was publiſhed, by one of the Ships of that Seaſon.

Q. Whether you do not know that the Circumſtance of your having delivered this Paper in to the Committee is ſtated in that Report?

A. In the Report it is ſtated, and treated with a Degree of Deriſion and Contempt.

The Counſel for the Defendant objected to the Witneſs being examined as to the Contents of the Report, and that the Original ought to be produced.

The Managers for the Commons offered to produce it if neceſſary.

The Counſel for the Defendant ſaid, that, to ſave Time, they would waive the Objection.

Q. Do you remember this Paſſage; "Your Committee examining Mr. Scott and Mr. Baber on this Subject, they alſo produced a Perſian Paper, which Mr. Baber ſaid he had received from the Hands of a Servant of Munny Begum, and along with it a Paper, purporting to be a Tranſlation into Engliſh of the Perſian Original?"

A. I do remember that Paſſage perfectly well.

Q. Do you know whether Mr. Haſtings received that Report?

A. I certainly do not.—And if I may be allowed to ſay, why I think it probable he did not, I will ſtate why. It could not poſſibly leave England earlier than the Month of January 1784. It was publiſhed as early as poſſible after the Commencement of that Seſſion of Parliament which met in November 1783.—Immediately after it was publiſhed by the Houſe of Commons, it was printed as a Pamphlet by a Bookſeller in Piccadilly, and ſent by him, I believe, to a great Number of your Lordſhips. I bought it, and ſent it to Mr. Haſtings.—It could not have arrived in Bengal before the Month of July or Auguſt 1784, when Mr. Haſtings was at Lucknow; and as it was a bulky Packet, I think it exceedingly probable, that it was not ſent to him from Calcutta to Lucknow.—Whether he received it I cannot tell, but I think the Chances are equal that he did not receive it.

Q. Did Mr. Haſtings return to Calcutta from Lucknow?

A. He did in the Month of November, and quitted India the following February; and I think he would have had too much to do then to read that Report—particularly as the Buſineſs appeared to be at an End by the Diſſolution of Parliament, and a total new Arrangement.—The Report was forgotten.

Q. I aſked, whether he received it; not whether he read it?

A. I cannot poſſibly tell.

Q. Whether you believe Mr. Haſtings received it?

The Counſel objected, that the Witneſs ought to be aſked as to his Knowledge of the Fact.

Q. (*by the Managers.*) Whether Mr. Haſtings ever blamed you for having exceeded your Powers in producing this Paper?

A. Never; and I believe it is only within theſe few Days that Mr. Haſtings ever mentioned the Circumſtance to me, or I to him; and I ſhould rather believe that he did not know it had been made Part of the Report; at leaſt I believe I did not ſend the Appendix; and it is in the Appendix.

Q. Whether you did not know that, previous to the Publication of the 11th Report, there is conſiderable Matter relative to this Tranſaction in the Appendix to the Ninth Report?

The Counſel for the Defendant objected, that the original Report itſelf ought to be produced.

Q. Whether you tranſmitted the Ninth Report to Mr. Haſtings?

A. I believe in the ſame Manner as I did the Eleventh; that alſo was tranſmitted as a Pamphlet.

Q. Are you ſure that you tranſmitted him the Ninth Report as a Pamphlet only, and not the Report as printed by the Houſe?

A. It is impoſſible for me to be ſure of it; but I believe I did not, becauſe it was eaſy to buy a Pamphlet, and not eaſy to procure a Copy of Parliamentary Reports with the Appendixes. I had a Difficulty to procure one for myſelf, and I believe I did not.

Q. Whether, having produced this Paper as you ſtate with regard to Mr. Goring, you knew or was informed that there was any Thing in the Body of that Paper which touched this Point, before you ſaw it in the public Report?

Queſtion objected to by the Counſel for the Defendant.

Q. Did you ſend out by the Ship by which you ſent the Eleventh Report, any other Letter to Mr. Haſtings?

A. By the ſame Ship that carried out this Pamphlet, purporting to be the Eleventh Report, I certainly ſent Mr. Haſtings a very particular and full Account of the Proceedings in Parliament then pending, relative to Mr. Fox's India Bill; that Subject certainly took up all my Attention, and I am certain that I never mentioned a Word of the Eleventh Report, but merely ſent it, for we were very buſy upon that Subject relative to the Company, and did not think of the Eleventh Report.

Q. Do you know whether Mr. Haſtings did or did not receive that Letter?

A. I know I had a Letter from Mr. Haſtings, dated at Lucknow, in the Month of June or July; and in that Letter, which came Over-land, he mentioned that he had received my Over-land Letters relative to the Progreſs of Mr. Fox's Bill in Parliament; that it had then been read a Second Time in the Houſe of Commons. I know that ſubſequent to that, I had a Letter, dated in the Month of September 1784, in which Mr. Haſtings ſays, "I have received a Variety of Letters from you, Originals, Duplicates, and Triplicates, up to the Period of the Diſſolution of Parliament," but without ſpecifying any Thing further.

Q. Whether Major Scott knows that Mr. Haſtings received the Letter tranſmitted to him by the ſame Ship which conveyed the Eleventh Report?

A. I have given an Anſwer already, that I had thoſe Two Letters; I ſuppoſe there were Thirty or Forty Letters, Originals, Duplicates, and Triplicates, which Mr. Haſtings, in that general Manner, acknowledges the Receipt of. I will not anſwer poſitively; but if your Lordſhips think it right, I will bring the Letter to prove the Fact. I do not believe that in any Letter I ſent Mr. Haſtings, I mentioned that I had ſent the Eleventh Report, becauſe at this Period Mr. Fox's Bill was in its Progreſs through the Houſe of Commons, and my Correſpondence with Mr. Haſtings was at that Time undoubtedly relative to the Danger the Eaſt India Company was in, and not himſelf.

Q. My Queſtion was, Whether you had not Reaſon to think, that the Letter you ſent by that Ship was received, aye or no? What Ship did you ſend it by?

A. That was in the Beginning of the Year 1784; we are now ſpeaking at the Middle of the Year 1789; I am ſure I cannot tell.

Q. Nor by any Note or Memorandum?

A. I will not ſay that; perhaps my Letter may be headed—"By the Ship Royal Charlotte," or any other.

Q. (*by a Lord*). I wiſh to draw your Recollection as to the Subject of the Time of the Irruption of Hyder Ally into the Carnatic; becauſe, as it ſtands upon your Evidence, you are miſtaken. Can you recollect the Date of the Irruption of Hyder Ally into the Carnatic?

A. I believe it was in the latter End of July 1780.

Q. (*by a Lord*). I underſtand you ſaid, that this Paper was not in your particular Inſtructions, and yet that you had never read the Paper through; by what Means did you know that it was not in your Inſtructions, as you had not read the Paper through—Did you, or did you not, know that the Papers did relate to your Inſtructions?

A. I certainly muſt know that it did not, and could not; becauſe I knew enough of the Paper from what I read, without reading it through, to know that it purported to be a Tranſlation of a Letter written by Munny Begum, complaining of Hardſhips ſhe ſuſtained by the Deputation of Mr. Goring, which took place in the Month of May 1775. My Inſtructions, as I conceived them, went entirely to great and important political Points that had recently happened, previous to my leaving India, in the Courſe of the Year 1780.

Q. Did you ſtate, whether your Inſtructions were limited in Point of Time?

A. The Inſtructions are before your Lordſhips, and will ſpeak for themſelves.

Q. (*by a Lord*). Whether you had any other Character, in which you appeared before the Committee, except as Agent for Mr. Haſtings, and what Character?

A. I received a Summons from Time to Time from the Committee to attend them, which I did, and they examined me, I believe, in the Character of Mr. Haſtings's Agent. It depended upon them how they meant to conſider me, and I appeared in Obedience to their Summons, as any Engliſh Gentleman would of Courſe do, if ſummoned. They would give me what Character they pleaſed.

Q. (*by a Lord*). Then having Two Characters there, that of an Agent, and that of a Gentleman at large, I wiſh to know in which of theſe Characters you produced theſe Papers.—Did you produce them as conceiving yourſelf merely as the Friend of Mr. Haſtings?

A. That Paper is marked on the Back, 'Produced by me on the 8th of May 1782.' There is not, in the Report, any Examination of me till 1783, and that is the Period that I ſpeak to, of 1783. I ſhould ſuppoſe I did not merely give them in to the Committee. If any Thing paſſed before the Committee, it muſt have been ſaid in Converſation, or ſome Way, but what was ſaid I don't recollect; my Examination was ſeveral Months ſubſequent to it. This I remember, that I brought them from Mr. Baber, and gave them in the next Day to the Committee.

Q. (*by a Lord*). Then having read a Part of theſe Letters, did you deliver them in to the Committee in conſequence of any Thing you did ſee in the Part you did read? Upon what Account did you deliver that Paper in to the Committee?

A. I think I have already ſaid, the Begum's complaining of the Oppreſſion and the Injury ſhe ſuffered by the Deputation of Mr. Goring.

Q. That was upon the Part you had read?

A. It was. But whether I read it, or Mr. Baber read that Part of it to me, when he opened it, I don't recollect.

Q. (*by a Lord*). You ſtated, as I underſtood, that you had produced the Paper to the Committee, thinking it of no Conſequence.—You was aſked, Why you produced it to the Committee thinking it of no Conſequence? I underſtood your Anſwer was, I cannot well anſwer that Queſtion without Incivility to the Committee—Now I want to know what you meant by that laſt Anſwer?

A. My Lords, what I am ſure I ſaid to Mr. Baber at the Time, the Impreſſion was then upon my Mind, and the Impreſſion upon my Mind now is this, that it was going again over a Subject that had become obſolete; and I mentioned it to Mr. Baber perhaps in a ludicrous Manner, and in an improper Manner perhaps when ſpeaking of a Committee of the Houſe of Commons; but the Court of Directors, having publiſhed all the Papers relative to Munny Begum in 1776, having had legal Advice upon it, and having totally dropped it; and Mr. Haſtings having Three ſeveral Times ſince that Period, been appointed by the Legiſlature Governor General of Bengal, I thought it extraordinary and ludicrous in the Committee taking the Matter up again; and probably I ſpoke in a Manner to Mr. Baber at the Time that was not proper to ſpeak of a Committee of the Houſe of Commons, thinking the Enquiry was of no conſequence at that Time.

Q. (*by Managers.*) Whether when you Firſt appeared before that Committee, you appeared as Agent to Mr. Haſtings?

A. I believe the Cauſe of my Firſt Appearance before the Committee was either a Note ſent by Sir Gilbert Elliot, or a Conference between Sir Gilbert Elliot and Mr. Pechell: Sir Gilbert Elliot either mentioned it, or wrote to General Smith, in conſequence of which I was ſummoned, and I believe the Firſt Queſtion put to me, drew an Anſwer from me which I wiſhed to give—that I did appear as Agent of Mr. Haſtings.

Q. Were you required to produce that Paper by the Committee, or did you produce it of your own Head?

A. I ſhould rather think I produced it of myſelf.

Q. Did you ever give Notice to the Committee at any Time when you appeared before them, that you did not appear as the Agent of Mr. Haſtings.

A. Never, never; I had no Idea of it.

The Witneſs was directed to withdraw.

Then the Managers for the Commons deſired that the general Powers of Major Scott, as Mr. Haſtings's Agent, might be read.

The ſame was read from the printed Minutes of the Evidence, Page 570, as follows:

"To the Chairman of the Court of Directors.

"Sir,

"Having thought proper to appoint an Agent at home for the Purpoſe of attending to my political Intereſts, and managing all my public Concerns, I take this Opportunity of acquainting you, that I have ſelected Major Scott for this Service, and have furniſhed him with ſuitable Inſtructions; and as this Gentleman is poſſeſſed of every neceſſary Information relative to the State of this Government, he will be ready to communicate with you on all Matters wherein you may think it proper to aſk his Opinion.

"It is material to me to make one Obſervation—that, in my Inſtructions to Major Scott, I have particularly provided that I will ſuffer no Perſon whatever to perform any Act in my Name, that ſhall be conſtrued to imply a Reſignation of my Authority; proteſting againſt the Exerciſe of ſo dangerous a Power, from its having been aſſumed, upon a former Occaſion, without being warranted by my Conſent, or by any previous Inſtructions that could bear the moſt diſtant Tendency to ſuch a Meaſure.

"I have the Honour to be,
Sir,
Your moſt obedient and moſt humble Servant,
Warren Haſtings."

"Fort William,
Jan. 6, 1781.

The Managers for the Commons ſtated, that having proved that the Tranſlation of the Munny Begum's Narrative was ſent to the Defendant at Calcutta, incloſed in a Letter from Mr. Baber by the Dawke or Poſt, the legal Preſumption was, that ſuch Letter and Tranſlation were received by the Defendant—that they had accordingly given him Notice to produce the Tranſlation, and, as he had not done ſo, they were now entitled to read the Copy already in their Poſſeſſion.

The Counſel for the Defendant objected, 1ſt, That this was an inſufficient Proof of the Receipt of the Letter and Tranſlation by the Defendant; and 2dly, That there was no Demeanour of the Defendant in Proof to ſhew he adopted the Contents of the Paper, if he did receive it.

The Managers for the Commons ſtated, that the Demeanour they reſted upon was, that the Defendant had ſuppreſſed the Paper in queſtion both from the Supreme Council and from the Court of Directors: And they further ſtated, that having proved the Agency of Major Scott, and his Delivery of the original Perſian Paper, and a Copy of the Tranſlation which had been ſent to the Defendant, to the Select Committee, he alſo acknowledging that he never appeared in any other Character than as Agent to the Defendant before the ſame Committee, on theſe Grounds, they were now entitled to have the Paper read.

Then Major Scott was again called in, by Deſire of a Lord, and aſked,

Q. *(by a Lord).* You have ſaid, that you did not conceive that the Paper had any Thing to do with Mr. Haſtings?

A. I do not recollect that I have.

Q. Did not you know, when you delivered in any Paper, whether favourable to Mr. Haſtings or not, that it was binding upon your Principal, even though you might not be acquainted with the Contents of it.

A. I do not believe I thought any Thing about the Matter.

Q. *(by a Lord).* Whether Mr. Haſtings ever found Fault with you for producing that Paper?

A. I cannot tell whether Mr. Haſtings ever knew that I did produce it, till a few Days ago, when we were talking about it, and then he did not find Fault with it.

The Witneſs was directed to withdraw.

The Counſel for the Defendant inſiſted on their Objection.

Then Major Scott was again called in, by Deſire of the Managers, and aſked,

Q. *(by Managers).* Did you ever produce to that Committee any Inſtructions limiting your Commiſſion?

A. When I came before the Committee I brought that Paper which has been read at large, and one ſhort Extract I read from that Paper which is entered upon the Minutes of the Committee.

Q. Was any Thing elſe read to the Committee beſides that Extract?

A. No, not from thoſe Inſtructions.

The Witneſs was directed to withdraw.

Then the Managers for the Commons deſired that the Paper might be read upon the Grounds before-mentioned, and more eſpecially, as by the Evidence juſt given by the Witneſs, it appeared that the Defendant had never found any Fault with the Witneſs for delivering the ſaid Paper to the Select Committee.

Then the Inſtructions given to Major Scott by the Defendant were again read by Direction of the Houſe. (*a*)

Then the Houſe adjourned to the Chamber of Parliament.

(*a*) Vide ſupra, Page 1051.

Die Mercurii, 17° Junii 1789.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid; "Gentlemen, Managers for the Houſe of Commons, and you, Gentlemen, who are of Counſel for the Defendant, the Lords have reſolved, That the Perſian Paper, purporting to be a Letter from the Munny Begum, and the Tranſlation of the ſame, offered in Evidence by the Managers for the Houſe of Commons, ought not to be read.—Gentlemen of the Houſe of Commons, you may proceed to make good your Charge."

The Managers for the Commons ſtated, that the next Body of Evidence they ſhould produce related to the Re-appointment of Munny Begum and Rajah Goordaſs by Mr. Haſtings to the Employments from whence they had formerly been removed by a Majority of the Board, and which Removal had been ſanctioned by the Court of Directors, notwithſtanding Mr. Haſtings well knew that they had produced public official Accounts, charging him, in the Whole, with the Receipt of Three Lacks and a Half of Rupees.

Read, from Book 77 already delivered, the following Extract of a Conſultation of the 11th May 1778, beginning at Page 231 of the ſame Book.

"Fort William, 11th May 1778.

"At a Council; Preſent, — Secret Dept. Monday.

The Honourable Warren Haſtings, Governor General, Preſident;
Richd. Barwell,
Philip Francis,
Edward Wheler, } Eſquires.

"The Proceedings of the 4th inſtant read and approved.

"Conſidered the Governor General's Motion made at the laſt Meeting.

"Read the Nabob Mobareck ul Dowlah's Letter entered in that Conſultation.

"Mr. Wheler delivers in his Opinion on this Subject as follows:

"Fort William, 6th May 1778." — Mr. Wheler's Minute on the Nabob Mobareck ul Dowlah's Letter.

"Mr. Wheler.—Having already given my Opinion on the Nabob Mobaruk ul Dowlah's Requeſt to be declared of Age, and on the ſeveral Requiſitions made by him in his Letter, received the 12th of February, and recorded in Conſultation 23d, and declared that for many Reaſons I think a Queſtion of ſo much Importance ought to be referred to the Honourable the Court of Directors for their Deciſion; it becomes, in a great Meaſure, unneceſſary for me to enter into any further Diſcuſſion of the preſent Queſtion, at leaſt ſo far as regards the Nabob's Rights as Nazim; but I muſt confeſs my Surpriſe to ſee a Letter from him produced at this Board, in which he aſſumes a Right to diſpoſe of the Company's Money to his own Family, and appoints People to Offices whoſe Conduct may affect the Welfare of all the Inhabitants of theſe Provinces, and whoſe Salary is to be paid by the Company, and this without the leaſt Interference on our Part, or adviſing with this Board, in whom the governing, ordering, and managing the Territorial Revenue, and conſequently the Care and Protection of the Inhabitants of theſe Provinces, is veſted by Law, whether ſuch Perſons are fit for the high Truſt to which he has appointed them, and whether their Appointment meets with our Approbation.

"The 2,40,000 Rupees allowed to Mahomed Reza Khan, and which the Nabob has thus diſpoſed of, is Part of Three Lacks of Rupees per Annum, ordered by the Company for the Support of a Political Miniſter of the Circar, whom they direct ſhall be recommended by us to the Nabob; and this having already been done in the Perſon of Mahomed

Reza Khan, his Appointment confirmed by the Nabob, and ſince reported to, and approved by the Company, I ſee no reaſonable Ground, at preſent, for removing him, to ſubſtitute other Perſons.

" Munny Begum and Baboo Begum have already ample Allowances from the Nabob's Stipend, as Part of his Family, and I ſee no Cauſe, either from their Circumſtances or Situation, that requires our diſpoſing of the Company's Property to them.

" On the above Grounds, I diſſent to the Motion made by the Governor General, viz. that the Board do agree to comply with the Requiſitions contained in the Nabob Mobaruk ul Dowlah's Letter now before the Board.

" Mr. Francis alſo delivers in his Opinion as follows:

7th May 1778.

" Mr. Francis.—By the Governor General's Letters to the Nabob, and to Mahomed Reza Cawn, of the 7th March, it appears, that the latter was diſmiſſed from his ſeveral Offices, becauſe the Nabob was arrived at Years of Maturity; in conſideration of which, the Board reſolved to place the Controul of his Houſhold, and of the Courts dependent on the Nizamut and Fouzdarry, in his own Hands. He now deſires that another Naib may be appointed to execute theſe Offices; and ſo far is he from thinking himſelf capable of conducting the Buſineſs of the Nizamut, that he even deſires the Aſſiſtance of Rajah Goordaſs to manage his Houſehold. On this Propoſal I ſhall only obſerve, that if Naibs are neceſſary, the Reaſon aſſigned for removing Mahomed Reza Cawn is groundleſs, and uſed only as a Pretence for carrying that Point.

" The Nabob is alſo pleaſed to recommend, that out of Mahomed Reza Cawn's Salary, 72,000 Rupees a Year ſhall be given to Munny Begum, on account of her great Expences; and 36,000 to his Mother, who is ſaid to be ſtraitened in her Allowances. Theſe Ladies are liberally provided for already; but the Nabob may increaſe their Allowances, if he thinks proper. He has no Right to exerciſe his Bounty at the Company's Expence.

" Not content with diſtributing the Whole of Mahomed Reza Cawn's Salary among theſe Perſons, he deſires that the Company will add 18,000 Rupees more to it, in order that there may be no Failure in his own Income. Whatever may be the Fate of the other Arrangements propoſed in this Letter, I hope the Board will not conſent to purchaſe the Removal of Mahomed Reza Cawn with any additional Expence to the Company. As Truſtees to the Company we have no diſcretionary Power to give away their Property.

" The propoſed Allotment of the Salary itſelf, without any Addition to it, is liable to a very weighty Objection. By the Company's General Letter of the 28th Auguſt 1771, the annual Sum of Three Lacks, of which the above Salary makes a Part, was expreſly appropriated to the Support of a Miniſter who ſhould be appointed to tranſact the political Affairs of the Sircar. It is the Salary which the Company intended for the Miniſter of the Country Government. It is the Company's Property, and the Nabob has nothing to do with it. When they hear it is no longer applied to the Uſe for which it was granted, they will naturally conclude, that it has been made a Saving in their Treaſury. They will never think it poſſible, until Advice of the Reſolution of this Day ſhall reach them, that the Salary which they had granted and appropriated to the Support of a Miniſter of the Government, ſhould be taken from a Man, whoſe Appointment to that Station they had expreſly approved of, and divided among Two old Women, an old Man, whom they had never heard of, and the Son of Nundcomar.

" I hope theſe Conſiderations will have Weight with the Board; if not, I have done my Duty, and am ſatisfied the Company will think ſo.

" Mr. Barwell.—I aſſent to the Governor General's Motion.

" Reſolved, That the Nabob's Requiſitions, which are as follow, be complied with.

" That Sudder ul Huck Cawn and Raja Goordaſs be directed to repair to Moorſhedabad to receive Charge of the Offices intended for them by the Nabob Mobarek ul Dowlah, and to be inveſted with Khelauts on the Occaſion of their Appointment.

" That Sudder ul Huck Cawn be allowed 6,500 per Menſem, or 78,000 Rupees per Annum, out of the Salary of 2,40,000 per Annum, lately annexed to the Station of Naib Souba. That Raja Goordaſs be allowed 6,000 Rupees per Menſem, or 72,000 Rupees per Annum, from the ſame Fund. That an Allowance of 6,000 Rupees per Menſem, or 72,000 Rupees per Annum, be made to Munny Begum from the ſame Fund for the Support of her Expences. That an Allowance of 3,000 Rupees per Menſem, or 36,000 Rupees per Annum, be alſo made to the Nabob's Mother, the Baboo Begum, from the ſame Fund; but as this Fund will be inſufficient to defray all the above Charges:

" Reſolved, That 1,500 Rupees per Menſem, or 18,000 Rupees per Annum, be added thereto.

" Ordered, That theſe Reſolutions be notified to the Chief and Council at Moorſhedabad, and to the Reſident at the Durbar; and that the Governor General be requeſted to reply accordingly to the Nabob's Letter.——The following Letters are accordingly written to the Reſident at the Durbar, and to the Chief and Council at Moorſhedabad.

"To Mr. B. Martin.

"Sir,

"We encloſe, for your Information, Copy of a Letter, which we received from the Nabob Mobarek ul Dowla, and which we thought proper, in Conſultation of 5th May laſt, to comply with.

"The Nabob having propoſed to us ſundry Regulations conſequent to the Removal of Mahomed Reza Cawn from the Office of Naib Suba, we alſo encloſe a Copy of this Letter, with our Reſolutions upon it of this Day; in Conformity to which, we direct that you apply for the annual Sum of 2,58,000 Rupees, from the Chief and Council at Moorſhedabad, in lieu of the Salary lately paid to Mahomed Reza Cawn, and iſſue the ſame in the Proportions allotted to the different Perſons mentioned by the Nabob.

"We are, &c.

Signed at the End of the Conſultation,

"Fort William,
11th May 1778.

"Warren Haſtings,
Rich^d Barwell,
P. Francis,
Edw. Wheler."

To ſhew the Sentiments of the Court of Directors upon the above mentioned Proceedings,

Read, from Book 44 already delivered in, the following Extract of a General Letter from the Court of Directors to the Governor General and Council at Calcutta, dated 4th February 1779.

Bengal. Mahomed Reza Khan.

Par. 8. "We by no Means approve your late Proceedings, on the Application of the Nabob Mobareck ul Dowlah, for the Removal of the Naib Subahdar. The Requiſition of Mobareck ul Dowlah was improper and unfriendly; becauſe he muſt have known, that the late Appointment of Mahomed Reza Khân to the Office of Naib Subahdar, had been marked with the Company's ſpecial Approbation, and that the Court of Directors had aſſured him of their Favour, ſo long as a firm Attachment to the Company's Intereſt, and a proper Diſcharge of the Duties of his Station, ſhould render him worthy of their Protection. We therefore repeat our Declaration, that to require the Diſmiſſion of a Prime Miniſter thus circumſtanced, without producing the ſmalleſt Proof of his Infidelity to the Company, or venturing to charge him with one Inſtance of Mal-adminiſtration in the Diſcharge of his public Duty, was improper, and inconſiſtent with the Friendſhip ſubſiſting between the Nabob of Bengal and the Company.

9. "Admitting the Nabob's Complaint, that Mahomed Reza Khân is not connected with him by relative Ties, to be well founded, it by no Means follows that he has been deficient in Duty, or ſincere Attachment to him, or that his Power is oppreſſive and diſhonourable to the Nabob and his Family; nor can Aſſertions of this Nature, unattended by Proof, have any Weight with us.

10. "In regard to the Nabob's Claim, to take Charge of his own Affairs, merely becauſe he is of Age, and thinks himſelf capable of conducting them, we find it declared by one of your Members, and not contradicted, that he knew with Certainty, that the Nabob is in his own Perſon utterly incapable of executing any of thoſe Offices which were deemed of eſſential Importance to the Welfare of the Country; and we are ſorry to find, that neither this Declaration, nor the Proteſts of Two Members of the Council, ſeem to have been thought worthy of an Anſwer, or even of Conſideration by the Majority of the Board.

11. "The Nabob hopes, from your Favour and Regard to Juſtice, to be delivered from the Authority of Mahomed Reza Khân. He ventures to declare the Company ſolely indebted to the warm Support of his Anceſtors for their preſent Greatneſs and Advantages. He claims the Management and Adminiſtration of the Soubahdarrie as his Right, and ſays it will be highly inequitable in the Company to refuſe their Approbation to his Requeſt.

12. "We paſs over theſe extraordinary Suggeſtions of the Nabob without Reply; only obſerving, that in Juſtice to him and ourſelves, we muſt take the beſt Care in our Power of the Peace and internal good Government of the Country; and we are not diſpoſed to hazard the Effects which might be occaſioned by committing the entire Management thereof to his Inexperience, without enjoining him to accept ſuch Aſſiſtance, and to employ ſuch Miniſters about his Perſon, as may be deemed neceſſary on the Part of the Eaſt India Company.

13. "The 23d February, we find the Nabob's Letter, and a Queſtion thereon, were circulated to the different Members of the Board, for their Opinions, to be taken at the next Meeting of Council; which Meeting happened on the 2d of March, but One of the Members being indiſpoſed did not attend at that Board.

Approved in Com. 4 Feb. 1779.

14. "We have carefully noticed your Debates on the Subject. The Reſolution of Council of that Day, 'That the Nabob's Letter ſhould be referred to the Deciſion of the Court of Directors,

and that no Reſolution ſhould be taken in Bengal on his Requiſitions, without our ſpecial Orders and Inſtructions," appears to us very proper; we muſt therefore expreſs our Diſapprobation on finding the ſaid Reſolution reſcinded, on the frivolous Pleas urged by the Majority of the Board Three Days afterwards.

15. " If the Abſence of a Member of Council were ſufficient to preclude the Diſcuſſion of any Subject, which might have been referred for Conſideration by a former Board, or to invalidate Reſolutions taken during ſuch Abſence, it would be in the Power of any Member effectually to defeat the Ends propoſed by the Inſtitution of a Council, and to put a total Stop to publick Buſineſs whenever he thinks proper. We ſhall not waſte Time in refuting Claims of Privilege advanced on this Occaſion, becauſe they appear to us unworthy of Conſideration, and beneath all Argument.

16. " The Nabob having intimated, that he had repeatedly ſtated the Trouble and Uneaſineſs which he had ſuffered from the Naibſhip of the Nizamut being veſted in Mahommed Reza Khân, we obſerve One of the Members of your Board deſired the Nabob's repeated Letters on the Subject might be read; but this reaſonable Requeſt was over-ruled, on a Plea of ſaving the Board's Time, which we can by no Means admit as a ſufficient Objection.

Approved in Com. 4 Feb. 1779.

17. " The Nabob's Letters of the 25th and 30th of Auguſt, of the 3d of September and 17th of November, leave us no Doubt of the true Deſign of this extraordinary Buſineſs being to bring forward Munny Begum, and again to inveſt her with improper Power and Influence, notwithſtanding our former Declaration, that ſo great a Part of the Nabob's Allowance had been embezzled or miſapplied under her Superintendance.

18. " Inſtead of your declaring that the Nabob's Demands were grounded on poſitive Rights, which will not admit of Diſcuſſion, that the Nizamut is his Inheritance; that the Dependants of the Nizamut, Adawlut, and Foujedary appertain to that Inheritance; that as he is pleaſed to demand and aſſert the poſitive Rights of his Office, as Nazim of the Provinces, there is no Ground for denying his Requeſt; and that a Reference to the Company would be an Evaſion, unbecoming the Honour of Government; the Nabob might have been reminded, that a Naib Subadar was appointed, and the Office continued without Interruption or Objection during the Government of his Anceſtors, who muſt have been ſuppoſed more capable of governing the Provinces than a Youth of Twenty Years of Age.

19. " You have requeſted this inexperienced young Man to permit all the preſent Judges and Officers of the Nizamut, and Foujedarry, Adawlets or Courts of Criminal Juſtice, and alſo all the Foujedars, or Officers appointed to guard the Peace of the Country, to continue in Office until he, the Nabob, ſhall have formed a Plan for a new Arrangement of thoſe Officers; and it is with equal Surprize and Concern that we obſerve this Requeſt introduced, and the Nabob's oſtenſible Rights ſo ſolemnly aſſerted at this Period by our Governor General, becauſe on a late Occaſion, to ſerve a very different Purpoſe, he has not ſcrupled to declare it as viſible as the Light of the Sun, that the Nabob is a mere Pageant, and without even the Shadow of Authority. No Circumſtance has happened ſince that Declaration was made, to render the Nabob more independent, nor to give him any additional Degree of Power or Conſequence; you muſt therefore have been well apprized, that your late Conceſſions to Mobareck ul Dowlah were unneceſſary, and as ſuch unwarrantable.

20. " As we deem it for the Welfare of the Country that the Office of Naib Subahdar be for the preſent continued, and that this high Office ſhould be filled by a Perſon of Wiſdom, Experience, and of approved Fidelity to the Company; and as we have no Reaſon to alter the Opinion given of Mahomed Reza Khân, in our Letter of the 24th of December 1776, we poſitively direct, that you forthwith ſignify to the Nabob Mobareck ul Dowlah, our Pleaſure, that Mahomed Reza Khan be immediately reſtored to the Office of Naib Subadar; and we further direct, that Mahamed Reza Khan be again aſſured of the Continuance of our Favour, ſo long as a firm Attachment to the Intereſt of the Company, and a proper Diſcharge of the Duties of his Station, ſhall render him worthy of our Protection.

" We are,
Your affectionate Friends,

" London, 4th February 1779.

John Michie, G. Wombwell,
Sam^{l} Peach, W^{m} James,
Tho^{s} Cheap, J. Purling,
John Roberts, George Tatem,
Jn^{o} Woodhouſe, W^{m} Mills jun^{r},
H. Fletcher, Rob^{t} Gregory,
Ben. Booth, John Smith,
W. Devaynes, Rich^{d} Becher,
Joſeph Sparkes."

" App^{r}. in Com.
4th Feb. 1779."

Then the Managers for the Commons offered to produce certain public official Accounts of the Nizamut and Bhela, under the Seal of the Begum, atteſted alſo by the Nabob, and tranſmitted by Mr. Goring to the Board of Council at Calcutta, received by them, recorded without Objection on the Part of Mr. Haſtings, and tranſmitted by him, likewiſe without Objection, to the Court of Directors, ſtating that they contained an Account delivered by the Munny Begum of One Lack and a Half of Rupees, and alſo an Account by Rajah Gourdaſs of Two Lacks of Rupees, given to Mr. Haſtings; and contending that the Fact of Mr. Haſtings having re-appointed the Munny Begum and Rajah Gourdaſs to their reſpective Offices, under the above Circumſtances, was a ſufficient Ground to entitle them to read the ſaid Accounts.

The ſame was objected to by the Counſel for the Defendant.

The Managers being heard, in Anſwer to the Objection made, and the Counſel in Reply,

The Houſe adjourned to the Chamber of Parliament.

Then the Managers for the Commons offered to produce certain public official Accounts of the Nizamut and Bhela, under the Seal of the Bhegum, atteſted alſo by the Nabob, and tranſmitted by Mr. Goring to the Board of Council at Calcutta, received by them, recorded without Objection on the Part of Mr. Haſtings, and tranſmitted by him, likewiſe without Objection, to the Court of Directors, ſtating, that they contained an Account delivered by the Munny Begum of One Lack and a Half of Rupees, and alſo an Account by Rajah Gourdaſs of Two Lacks of Rupees, given to Mr. Haſtings; and contending that the Fact of Mr. Haſtings having re-appointed the Munny Begum and Rajah Gourdaſs to their reſpective Offices, under the above Circumſtances, was a ſufficient Ground to entitle them to read the ſaid Accounts.

The ſame was objected to by the Counſel for the Defendant.

The Managers being heard, in Anſwer to the Objection made, and the Counſel in Reply,

The Houſe adjourned to the Chamber of Parliament.

Die Mercurii, 24° Junii 1789.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid;

"Gentlemen, Managers for the Houſe of Commons, and you, Gentlemen, who are of Counſel for the Defendant, the Lords have reſolved, That the Accounts laſt offered in Evidence by the Managers for the Commons, ought not to be read.—Gentlemen, Managers for the Houſe of Commons, you may proceed to make good your Charge."

Then it being propoſed by a Lord to put a Queſtion to the Judges in Weſtminſter Hall,

The Houſe adjourned to the Chamber of Parliament.

Die Martis, 30° Junii 1789.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor acquainted the Managers for the Commons they might proceed to make good their Charge.

The Managers for the Commons acquainted the Houſe, that they would next proceed to read a Letter from Mr. Goring to the Board of Council at Calcutta, dated the 29th of June 1775, from Page 391 of the printed Appendix to the Minutes, upon the Ground, that the Houſe having received the Paper, and having entered it as read, they had a Right to read any Part of it.

The ſame was objected to by the Counſel for the Defendant.

The Managers for the Commons being heard in Anſwer to the Objection made, and the Counſel in Reply,

The Houſe adjourned to the Chamber of Parliament.

The Lords being returned, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid;

"Gentlemen, Managers for the Commons, and you, Gentlemen, who are of Counſel for the Defendant, the Lords have reſolved, and have commanded me to acquaint you, 'That the Houſe, upon Examination, finds that the Statement of the Fact, as 'made by the Managers for the Commons, is inaccurate; inaſmuch as the Papers 'printed in the Appendix, over and above what were actually read, have never been read,

‘ or entered by the Houſe as read :’ And they have further directed me to communicate to you the Reſolution of the Houſe of the 22d of April 1788; viz.

‘ *Die Martis*, 22° *Aprilis* 1788.

‘ Ordered, That the written Evidence which ſhall hereafter be produced upon the
‘ Trial of Warren Haſtings Eſquire, and actually read, ſhall (together with the Parol
‘ Evidence) be printed in the Order in which the ſame ſhall have been ſo read; and
‘ whenever a Part only of any Conſultation, Paper, or Document, ſhall be actually
‘ read, that the Whole of ſuch Conſultation, Paper, or Document, as far as the ſame
‘ ſhall relate to the Matter of the Evidence ſo actually read, ſhall be printed in an
‘ Appendix to the Evidence upon ſuch reſpective Charge.’

“ Gentlemen, Managers for the Commons, you may proceed to make good your Charge.”

The Managers for the Commons acquainted the Houſe, that they now propoſed to read the before mentioned Letter of Mr. Goring, bearing Date the 29th of June 1775, upon the ſingle Ground of its being printed in the Appendix to the Minutes of Evidence upon the Sixth Article of Charge.

Whereupon the Houſe adjourned to the Chamber of Parliament.

The Lords being returned, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid;

“ Gentlemen, Managers for the Commons, and you, Gentlemen, who are of Counſel for the Defendant, the Lords have reſolved, ‘ That no Paper ought to be read merely
‘ becauſe it is printed in the Appendix; and therefore, that the Letter of Mr. Goring
‘ of the 29th of June 1775, laſt offered in Evidence by the Managers for the Commons,
‘ ought not upon that Account to be read.’—Gentlemen, Managers for the Commons, you may proceed to make good your Charge.

The Managers for the Commons acquainted the Houſe, they would next proceed to ſhew Mr. Haſtings's Conſent, that the Attention of the Court of Directors ſhould be particularly drawn to the whole Body of Evidence relative to the Enquiry inſtituted by the Board under the Commiſſion given to Mr. Goring.

Read, from Book 11, already delivered in, the following Extract of a Conſultation of the 31ſt July 1775, beginning at Page 704 of the ſame Book.

“ The Board being aſſembled to read the Draft of a General Letter prepared to be ſent to the Honourable the Court of Directors, by the Northumberland, it is accordingly read.

“ Mr. Barwell propoſes, in order to prevent the Company's being miſled by any partial Selection of Papers which relate to any Member of this Board, more particularly to the Governor General, that the whole Subject and Matter of Mr. Goring's Commiſſion, his Mode of Procedure in the Execution of it, all that has paſſed upon his different Repreſentations to the Board, the Obſervations thereon, and Inſtructions in conſequence, be inſerted in the Body of the General Letter; or, to ſave unneceſſary Trouble, that a Reference, in the uſual Form, be made to the Proceedings on which they are entered; for theſe Reaſons he moves for the following Amendment: “ For what has paſſed
“ till this Time in that Buſineſs, and for Mr. Goring's different Reports in his Correſpondence,
“ we beg Leave to refer to the Conſultations in which they are recorded, as noted in the
“ Margin.”

“ Mr. Francis.—I think that whatever Letters or Intelligence from Mr. Goring have been followed with Orders or Reſolutions of this Board, ſhould be mentioned in the General Letter; and this, I preſume, was the Rule obſerved by the Secretary in drawing up the Paragraph in the Draft. Mr. Goring's other Letters may be generally referred to in the Conſultation, unleſs any of them contain Facts which any Member of the Board may think deſerving of any particular Notice; I ſhall not object to the mention of any ſuch Facts. This Opinion includes a Negative to Mr. Barwell's Motion.

“ Mr. Barwell's Opinion is comprized in the Motion.

“ Colonel Monſon.—The Secretary has drawn up this Paragraph from the Proceedings agreeable to the uſual Cuſtom, therefore I think it ſhould ſtand a Part of the Letter. If there are any other of Mr. Goring's Letters which refer to any particular Circumſtance, I have no Objection to its being particularly noticed in the Letter; but if there are no ſuch Circumſtances, I think it unneceſſary to ſwell the Letter with the Whole of Mr. Goring's Correſpondence. I therefore am againſt Mr. Barwell's Motion.

" General Clavering.—It appears to me, that the Amendment propoſed by Mr. Barwell to the Draft drawn out by the Secretary ſhould not be adhered to. A Reference was made by this Board to the Begum on the Subject of the Charge of having given Three Lacks of Rupees to the Governor General and Mr. Middleton; and as her Anſwers of Exculpation accompany the Charge, I think it a fair Statement of Facts, and ought to be inſerted in the General Letter for the Information of the Court of Directors, and the King's Miniſters.

" The Governor General.—I have no Objection to the Mention of this Fact in the General Letter; I object to its being ſelected from many other Points, of equal Importance, which appear on the Proceedings reſpecting Mr. Goring's Appointment and Conduct in the Execution of it, becauſe it may miſlead thoſe by whom the General Letter may be read into the Belief that nothing elſe worth noticing is contained in them. The Majority having formed their Reſolution, and it depending on them to word the Letter in what Manner they think proper, I take this Occaſion to ſignify my earneſt Requeſt to the Honourable the Court of Directors, that they will be pleaſed to read the Whole of the Proceedings which have any Relation to this Subject, or to any other which have been Matters of Controverſy between myſelf and the Board. I hope I ſhall not be thought to depart from the Reſpect which I owe to my Employers in ſuppoſing this Petition neceſſary, or that in the midſt of ſo many important Objects as occupy their Time and Attention, they may not read or advert to every Minute which is recorded in the voluminous Books of our Conſultations, unleſs they are pointed out as meriting their particular Obſervation: And I requeſt that theſe Debates may be tranſmitted a Number in the Packet.

" Agreed, that the Paragraph in the General Letter remain as drawn up by the Secretary.

" Ordered, That the Proceedings of this Day's Council be ſent in the Packet to the Court of Directors.

Signed (at the End of the Conſultation)

Warren Haſtings,
J. Clavering,
Geo. Monſon,
Rich^d. Barwell,
P. Francis."

Then the Managers for the Commons propoſed to read the before mentioned Letter of Mr. Goring of the 29th of June 1775, upon the following Grounds; First, That it was Part of a Conſultation, of which Conſultation a Part had already been read, and that it applied to the ſame Subject with that Part of the Conſultation which had already been read: Secondly, Upon the Demeanor of Mr. Haſtings, in requeſting the Court of Directors to read the Whole of the Proceedings which had any Relation to the Subject of Mr. Goring's Appointment, and Conduct in the Execution of it, or to any other which had been Matters of Controverſy between him and the Board.

The ſame was objected to by the Counſel for the Defendant.

The Managers for the Commons being heard in Anſwer to the Objection made, and the Counſel in Reply, the Managers for the Commons were aſked, If the above were the Whole of the Grounds upon which they put the Admiſſibility of the Papers offered: To which they made anſwer, " That they were."

The Houſe adjourned to the Chamber of Parliament.

"General Clavering.—It appears to me, that the Amendment propoſed by Mr. Francis to the Draft drawn out by the Secretary ſhould not be admitted. A Reference was made by this Board to the Begum on the Subject of the Charge of having given Three Lacks of Rupees to the Governor General and Mr. Middleton; and as her Anſwers of Exculpation accompany the Charge, I think it a fair Statement of Facts, and ought to be inſerted in the General Letter for the Information of the Court of Directors, and the King's Miniſters.

"The Governor General.—I have no Objection to the Mention of this Fact in the General Letter; I object to its being ſelected from many other Points of equal Importance, which appear on the Proceedings reſpecting Mr. Goring's Appointment and Conduct in the Execution of it, becauſe it may miſlead thoſe by whom the General Letter may be read into the Belief that nothing elſe worth noticing is contained in them. The Majority having formed their Reſolution, and it depending on them to word the Letter in what Manner they think proper, I take this Occaſion to ſignify my earneſt Requeſt to the Honourable the Court of Directors, that they will be pleaſed to read the Whole of the Proceedings which have any Relation to this Subject, or to any other which have been Matters of Controverſy between myſelf and the Board. I hope I ſhall not be thought to depart from the Reſpect which I owe to my Employers in ſuppoſing this Caution neceſſary, or that in the Multiplicity of important Objects to occupy their Time and Attention, they may not read or advert to every Minute which is recorded in the voluminous Books of our Conſultations, unleſs they are pointed out as meriting their particular Obſervation; and I requeſt that this Requeſt may be tranſmitted a Number in the Packet.

"Agreed, that the Paragraph in the General Letter remain as drawn up by the Secretary.

"Ordered, That the Proceedings of this Day's Council be ſent in the Packet to the Court of Directors.

Signed (at the End of the Conſultation)
Warren Haſtings,
J. Clavering,
Geo. Monſon,
Rich. Barwell,
P. Francis."

Then the Managers for the Commons propoſed to read the before mentioned Letter of Mr. Goring of the 29th of June 1775, upon the following Grounds: Firſt, That it was Part of a Conſultation, of which Conſultation a Part had already been read, and that it applied to the ſame Subject with that Part of the Conſultation which had already been read: Secondly, Upon the Demeanor of Mr. Haſtings, in requeſting the Court of Directors to read the Whole of the Proceedings which had any Relation to the Subject of Mr. Goring's Appointment, and Conduct in the Execution of it, or to any other which had been Matters of Controverſy between him and the Board.

The ſame was objected to by the Counſel for the Defendant.

The Managers for the Commons being heard in Anſwer to the Objection made, and the Counſel in Reply, the Managers for the Commons were aſked, If the above were the Whole of the Grounds upon which they put the Admiſſibility of the Papers offered: To which they made anſwer, "That they were."

The Houſe adjourned to the Chamber of Parliament.

Die Jovis, 2° Julii 1789.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid;

" Gentlemen, Managers for the Commons, and you, Gentlemen, who are of Counſel for the Defendant, the Lords have reſolved, That the Letter of Mr. Goring of the 29th of June 1775, ought not to be read.—Gentlemen, Managers for the Commons, you may proceed to make good your Charge."

The Managers for the Commons acquainted the Houſe, they would next proceed to prove that the Uſe made of the Nabob's Name, for the Purpoſe of diſpoſſeſſing Mahomed Reza Cawn from the Office to which he had been appointed by the Court of Directors, and of dividing his Salary between the Munny Begum and Rajah Goordaſs, was an Impoſition; that the Nabob was a Perſon of no Power whatever, but a mere Pageant and Inſtrument in the Hands of Mr. Haſtings, and that Mr. Haſtings knew of his Want of Power; for which Purpoſe they would read an Extract from a Conſultation of the 31ſt of July 1775, containing an Affidavit of Warren Haſtings Eſquire, in the Caſe of the King againſt Joſeph Fowke, and others, for a Conſpiracy.

Read, from Book 11, already delivered in, the following Extract of a Conſultation of the 31ſt July 1775, beginning at Page 701 of the ſame Book.

" Fort William, the 31ſt July 1775.

Secret Dept. Monday.

" At a Council; Preſent,
The Honourable Warren Haſtings Eſquire, Governor General, Preſident;
Lieutenant General John Clavering,
The Honourable George Monſon,
Richard Barwell,
Philip Francis, } Eſquires.

" Read and approved the Conſultation of the 24th inſtant.

" The Governor General, agreeable to his Promiſe, lays before the Board the following Copy of his Affidavit, which was delivered into Court on the Plea of Roy Radachurn as Vakeel to the Nabob, and deſires that a Copy of it may be ſent to Europe by the Northumberland.

" The Governor General's Affidavit.

Governor General's Affidavit given into Court reſpecting Roy Radachurn.

" Fort William in Bengal, to wit. } The King againſt Joſeph Fowke, and others.

" Affidavit of Warren Haſtings Eſquire, Governor General of Bengal.

" This Deponent maketh Oath and ſaith, That the late Preſident and Council did, on or about the Month of Auguſt 1772, by their own Authority, appoint Munee Begum, Relict of the late Nabob Meer Jaffier Allee Cawn, to be Guardian to the preſent Nabob Mobareck ull Dowla, and Rajah Goordaſs, Son of Maha Rajah Nundcomar, to be Dewan of the ſaid Nabob's Houſehold, allowing to the ſaid Manee Begum a Salary of 1,40,000 Rupees per Annum; and to the ſaid Rajah Goordaſs, for himſelf and Officers, a Salary of 1,00,000 Rupees per Annum.

" That the ſaid late Preſident and Council did, in or about the Month of Auguſt 1772, plan and conſtitute regular and diſtinct Courts of Juſtice, Civil and Criminal, by their own Authority, for Adminiſtration of Juſtice to the Inhabitants throughout Bengal, without conſulting the ſaid Nabob or requiring his Concurrence. And that the ſaid Civil Courts were made ſolely dependant on the Preſidency of Calcutta, and the ſaid Criminal Courts were put under the Inſpection and Controul of the Company's Servants, although oſtenſibly under the Name of the Nazim, as appears from the following Extracts from the Plan for the Adminiſtration of Juſtice, conſtituted by the Preſident and Council as aforeſaid.

" Article 1. That in each Diſtrict ſhall be eſtabliſhed Two Courts of Judicature; One by the Name of Mofuſſil Dewanee Adawlet, or Provincial Court of Dewannee, for the Cognizance of

Civil Cauſes; the other by the Name of Fouzdarree Adawlet, or Court of Fouzdarree, for the Trial of all Crimes and Miſdemeanours.

"Art. 4. That in the Fouzdarree Adawlet, the Cauzee and Muftee of the Diſtrict, and Two Moulavies, ſhall ſet* to expound the Law, and determine how far the Delinquent ſhall be guilty of a Breach thereof; but that the Collector ſhall alſo make it his Buſineſs to attend to the Proceedings of this Court, ſo far as to ſee that all neceſſary Evidences are ſummoned and examined, that due Weight is allowed to their Teſtimony, and that the Deciſion paſt is fair and impartial, according to the Proofs exhibited in the Courſe of the Trial, and that no Cauſes ſhall be heard or tried but in the open Court regularly aſſembled.

* Sic in Orig.

"Art. 5. That in like Manner Two ſuperior Courts of Juſtice ſhall be eſtabliſhed at the chief Seat of Government, the One under the Denomination of the Dewannee Sudder Adawlet, and the other the Nizamut Sudder Adawlet.

"Art. 7. That a Chief Officer of Juſtice, appointed on the Part of the Nazim, ſhall preſide in the Nizamut Adawlet, by the Title of Darroga Adawlet, aſſiſted by the Chief Cauzee, the Chief Mufftee, and Three capable Moulavies; that their Duty ſhall be to reviſe all Proceedings of the Fouzdarree Adawlet in capital Caſes, by ſignifying their Approbation or Diſapprobation thereof, with their Reaſons at large; to prepare the Sentence for the Warrant of the Nazim, which ſhall be returned into the Mofuſſel, and there carried into Execution. That with reſpect to this Court, a ſimilar Controul ſhall be lodged in the Preſident and Council as is veſted in the Collectors of the Diſtricts, ſo that the Company's Adminiſtration in Character of the King's Dewan may be ſatisfied that the Decrees of Juſtice, on which both the Welfare and Safety of the Country ſo materially depend, are not injured or perverted by the Effects of Partiality or Corruption."

"And the ſaid Deponent further ſaith, that he believes the above to be true Extracts from the ſaid Plan for Adminiſtration of Juſtice, as entered in the Conſultations.

"The ſaid Deponent further ſaith, that the Management of the Revenues of the ſaid Province of Bengal has for ſome Years paſt been, and now is, entirely in the Hands of the Eaſt India Company, and their Repreſentatives in this Country, without the ſmalleſt Participation of the ſaid Nabob. And this Deponent further ſaith, That in conſequence of Orders from the Court of Directors, dated in April 1771, the annual Stipend allowed to the ſaid Nabob Mobareck ull Dowla, was reduced from the Sum of 31,81,991 : 9 Rupees per Annum, to the Sum of 16,00,000 per Annum. And laſtly, the ſaid Deponent ſaith, That he believes all the above Facts to be publickly known, as they are particularly ſet forth in a printed Book intitled, 'Reports from the Committees of the Houſe of Commons.'"

"Signed Warren Haſtings."

"Sworn before me, this 28th
Day of June 1775,
(Signed) E. Impey."

Then the Managers for the Commons propoſed to read the Affidavit of Mr. George Vanſittart to the ſame Point, entered upon the ſame Conſultation.

The ſame was objected to by the Counſel for the Defendant.

The Managers for the Commons were informed by the Houſe, that the proper Mode of proving the Fact would be to call Mr. Vanſittart himſelf.

Then the Managers for the Commons propoſed to read the Affidavit of Mr. Lane to the ſame Point, alſo entered upon the above Conſultation.

The Counſel for the Defendant objected upon the ſame Ground.

The Managers for the Commons being aſked, whether any Thing was done at the Conſultation at which the abovementioned Affidavits were produced, which would ſhew that the Defendant acted upon them, deſired that an Extract of the above Conſultation of the 31ſt of July 1775, beginning at Page 716 of the ſame Book, might be read:

The ſame was read, as follows:

"Mr. Francis propoſes, that the following Paragraph may be inſerted in the General Letter after the Subject of the French Claims.

"The Mention of theſe Differences with the French, leads us to requeſt your ſerious Attention to that Part of the Opinions of the Judges delivered upon another Occaſion from the Bench, in which the Sovereignty of the Nabob Mobareck ull Dowla, as Soubah of theſe Provinces, is denied. Theſe Opinions, ſo publickly delivered, and of ſuch Authority, will, we conceive, preclude your Governor and Council from any Uſe of the Soubah's Name, or of the Authority of this Country Government, in any future Differences with the French and other Foreign Factories. We do not take upon us to aſſent to or condemn the Doctrine avowed by the Judges, in reſpect to the Rights which may belong to the Soubah, but we hope that the Difficulty in which the Declaration of it may involve this Preſidency, and which may ultimately affect the Peace of Europe, will be duly conſidered by you; and if it ſhould be determined by you, that the Soubah's Government is annihilated, that you will inſtruct us in what Form the Government of the Provinces is to be adminiſtered for the future."

The Governor General—"I object to the Motion, becauſe I do not apprehend that the Declaration of the Judges, reſpecting the Nabob's Sovereignty, will involve this Government in any Difficulties with the French or other Foreign Nations.

"How little the Screen of the Nabob's Name has hitherto availed, will appear in the frequent and inconcluſive Correſpondence which has been maintained with the Foreign Settlements, the French eſpecially, ſince the Company have thought proper to ſtand forth in their real Character in the Exerciſe of the Dewanny. From that Period the Government of theſe Provinces has been wholly theirs, nor can all the Subtleties and Diſtinctions of political Sophiſtry conceal the Poſſeſſion of Power where the Exerciſe of it is openly practiſed, and univerſally felt in its Operation.

"In Deference to the Commands of the Company, we have generally endeavoured, in all our Correſpondence with Foreigners, to evade the direct Avowal of our poſſeſſing the actual Rule of the Country, employing the unapplied Term Government for the Power to which we exacted their Submiſſion; but I do not remember any Inſtance, and I hope none will be found, of our having been ſo diſingenuous as to diſclaim our own Power, or to affirm that the Nabob was the real Sovereign of theſe Provinces.

"In effect, I do not heſitate to ſay, that I look upon this State of Indeciſion to have been productive of all the Embarraſſments which we have experienced with the Foreign Settlements. None of them have ever owned any Dominion but that of the British Government in theſe Provinces. Mr. Chevalier has repeatedly declared that he will not acknowledge any other, but will look to that only for the Support of the Privileges poſſeſſed by his Nation, and ſhall proteſt againſt that alone, as alone reſponſible for any Act of Power by which their Privileges may be violated, or their Property diſturbed. The Dutch * the Danes have ſeverally applied to this Government as to the ruling Power for the Grant of Indulgencies, and the Redreſs of their Grievances. In our Replies to all we have conſtantly aſſumed the Prerogatives of that Character, but eluded the direct Avowal of it. Under the Name of Influence we have offered them Protection, and we have granted them the Indulgencies of Government. Under eluſive Expreſſions, ſometimes applied to our Treaties with the Nabobs, ſometimes to our own Rights as the Dewan, ſometimes openly declaring the virtual Rule which we held of theſe Provinces, we have contended with them for the Rights of Government, and threatened to repel, with Force, their Encroachments on it. We, in One or Two Inſtances, have actually put theſe Threats in Execution, by Orders directly iſſued to the Officers of Government, and enforced by Detachments from our own Military Forces. The Nabob was never conſulted, nor was the Pretence ever made that his Orders or Concurrence were neceſſary. In a Word, we have always allowed ourſelves to be treated as Principals; we have treated as Principals; but we have contented ourſelves with letting our Actions inſinuate the Character which we effectively poſſeſſed without aſſerting it.

* Deeſt in Orig.

"For my own Part, I have ever conſidered the Reſerve which has been enjoined us in this reſpect as a Conſequence of the Doubts which have long prevailed, and which are ſtill ſuffered to ſubſiſt, concerning the Rights of the British Government and the Company to the Property and Dominion of theſe Provinces, not as inferring a Doubt with reſpect to any foreign Power. It has, however, been productive of great Inconveniencies: It has prevented our acting with Vigour in our Diſputes with the Dutch and French. The former refuſe, to this Day, the Payment of the Bahar Peiſhcuſh, although the Right is inconteſtably againſt them, and we have threatened to enforce it. Both Nations refuſe to be bound by our Decrees, or to ſubmit to our Regulations. They refuſe to ſubmit to the Payment of the Duties on the foreign Commerce but in their own Way, which amounts almoſt to a total Exemption. They refuſe to ſubmit to the Duty of 10 per Cent. which is levied on foreign Salt, by which (unleſs a Stop can be put to it by a more deciſive Rule) they will draw the Whole of that important Trade into their own Colonies; and even in the ſingle Inſtance in which they have allowed us to preſcribe to them, namely, the Embargo on Grain on the Apprehenſion of a Dearth, I am myſelf perſuaded that they acquieſced from the ſecret Deſign of taking the Advantage of the general Suſpenſion, by exporting Grain clandeſtinely, under Cover of their Colours, which they knew would ſcreen them from the rigorous Examination of our Officers.

"We are precluded from forming many Arrangements of general Utility, becauſe of their Want of Controul over the European Settlements; and a great Part of the Defects which ſubſiſt in the Government and commercial State of the Country are ultimately derived from this Source.

"I have not the ſlighteſt Suſpicion, that a more open and decided Conduct would expoſe us to worſe Conſequences from the European Nations. On the contrary, we have the worſt of the Argument while we contend with them under falſe Colours; while they declare they know us under the Diſguiſe, and we have not the Confidence to diſown it. What we have done and may do under an aſſumed Character, is full as likely to involve us in a War with France, a Nation not much influenced by logical Weapons, if ſuch can be ſuppoſed to be the likely Conſequence of our trifling Diſagreement with them, as if we ſtood forth their avowed Opponents.

"To conclude: Inſtead of regretting, with Mr. Francis, the Occaſion which deprives us of ſo uſeleſs and hurtful a Diſguiſe, I ſhould rather rejoice (were it really the Caſe) and conſider it as a Criſis which freed the Conſtitution of our Government from one of its greateſt Defects: And if the Commands of our Honourable Employers, which are expected by the Ships of the Seaſon, ſhall leave us uninſtructed on this Subject, which has been ſo pointedly referred to them in the Letters of the late Adminiſtration, I now declare that I ſhall conſtrue the Omiſſion as a tacit and diſcretional Reference of the Subject to the Judgment and Determination of this Board, and will propoſe that we do ſtand forth, in the Name of the Company, as the actual Government of theſe Provinces, and aſſume the Exerciſe of it in every Inſtance, without any Concealment or Participation.

" Though I have thus fully declared my Opinion with reſpect to the Effects of the Deciſion of the Judges, upon the Plea of the Nabob's Sovereignty, I think it incumbent upon me to remark, that even on the Suppoſition that their Deciſion was replete with the moſt dangerous Conſequences, it would be uncandid to reproach them with it. They were bound by their Duty and by their Oaths to give Judgement on the Plea which was brought before them according to Law and Truth, regardleſs of any Conſequences which might attend it. The Gentlemen of the Majority, who were under no Obligation to bring a Plea before the Court, which they muſt at leaſt have known to be liable to ſuch a Deciſion, are alone accountable for the Effects of it; and it is not eaſy to ſee how they could have expected any other Deciſion, while they declare that they conſider the Nabob's Name as a Political Screen to cover the Acts of our Government.

(Signed) " Warren Haſtings."

" Mr. Barwell.—I entirely agree with the Governor General, that the Nabob Mobareck ul Dowla is dependant on the Engliſh Government in all Reſpects, and wholly independant of the French, Dutch, and other foreign Nations. That he acts by a Commiſſion from the Court of Delhi in the Adminiſtration of the Provinces; and that the Mooriſh Polity being judged neceſſary to the Welfare of the People, the Company's Government have allowed it to prevail, and ſupport the Exerciſe of it in the Nabob's Perſon, and the Officers of the Nizamet Phouſdarries, with Checks and Modifications to regulate any Abuſe of Power. The Company's Government certainly have a Power to annihilate the whole Civil and Criminal Juriſdiction eſtabliſhed in the Country; but it does not follow that they ought to exerciſe that Power becauſe they poſſeſs it, and introduce Anarchy and Confuſion in the Place of Order and Juſtice; or becauſe they decline to exerciſe it, that they tacitly or avowedly declare an independant Sovereignty in a mere Officer of the State. While the Juriſprudence of the Mogul Government is allowed of, the Perſon who holds the Mogul's Sunnuds will of courſe be permitted to exerciſe the Functions of his Office; and the Company have ordered him a Stipend equal to the Support of the Rank and Character he is honoured with. Laſtly; I cannot conceive that the Engliſh Government, allowing a coercive Power to the Mogul Juriſprudence, does, in any Reſpect, authoriſe foreign Nations to diſpute it, or to oppoſe the Mogul's Officer acting with its Concurrence and Support. In ſhort, I do not comprehend what Difficulties are apprehended by Mr. Francis to our Intercourſe with foreign Factories, by the Judges Opinions delivered from the Bench, that Duty will not allow any Individual to ſcreen himſelf from the Engliſh Law by aſſuming a fictitious Character, under a Plea of the Soubah's Rights to veſt him with one.

(Signed) " Richd. Barwell."

" Agreed, that the Paragraph propoſed by Mr. Francis be accordingly inſerted."

The Managers for the Commons ſtated, they would now produce the Opinion of the Judges of the Supreme Court at Calcutta to the ſame Point, in the Caſe of the King againſt Roy Rada Churn, and others, upon an Indictment for a Conſpiracy, at the Suit of Mr. Haſtings: For which Purpoſe they deſired to read a Paper delivered by Sir Elijah Impey, on the 7th of July 1775, in the Supreme Court, to the Aſſiſtant Secretary of the Supreme Council, in order to be tranſmitted to the Council, as the Reſolutions of the Court in reſpect to the Claim made for Roy Rada Churn, on account of his being Vakeel of the Nabob Mobarek ul Dowlah; ſtating that the ſame was accordingly delivered to the Supreme Council, by the Aſſiſtant Secretary, on the 10th of July 1775; that it was the Subject of the Deliberation of the Council on the 31ſt of July 1775 (a), Mr. Haſtings being preſent; and that it was by them tranſmitted to the Court of Directors, as a Ground for ſuch Inſtructions as the Occaſion might ſeem to require.

The Counſel for the Defendant objected to the ſame.

The Managers for the Commons being heard in Anſwer to the Objections made, and the Counſel in Reply,

The Houſe adjourned to the Chamber of Parliament.

(a) Vide ſupra, Page 1072.

Die Martis, 7^{o} Julii 1789.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid;

"Gentlemen, Managers for the Houſe of Commons, and you, Gentlemen, who "are of Counſel for the Defendant, the Lords have reſolved, That the Paper "ſent by Sir Elijah Impey to the Governor General and Council, and by them "tranſmitted to the Court of Directors, as Part of their Repreſentation to the ſaid "Directors, of the actual Situation of the Nabob Mobareck ul Dowlah, with "Reference to the Eaſt India Company, ought to be read in Evidence.

"Gentlemen, Managers for the Houſe of Commons, you may proceed to make "good your Charge."

The Managers for the Commons deſired that an Extract of a Conſultation of the 10th July 1775 might be read, beginning at Page 509 of Book 11, already delivered in.

The ſame was read, as follows:

"Fort William, 10th July 1775.

"At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident; Secret Dept. Monday.
Lieutenant General John Clavering,
The Honourable George Monſon,
Rich^{d}. Barwell, } Eſquires.
Philip Francis, }

"The Aſſiſtant Secretary begs leave to acquaint the Board, that whilſt he was attending the Supreme Court on Friday Evening, in Obedience to a Subpoena which he had received for that Purpoſe, he was called by the Chief Juſtice, who delivered him the following Papers, and deſired that they might be laid before the Board at their Firſt Meeting, in the Name of the Court, as the Reſolutions of the Court in reſpect to the Claim made for Roy Radachurn, on account of his being Vakeel of the Nabob Mobarek ul Dowla.

"Chief Juſtice to Roy Radachurn.

"You are hard preſſed to make uſe of that Argument; the Company will not thank you for ſtating the Right to be in Mobareck; for if it is, the Exerciſe of the Power muſt be a Uſurpation in the India Company; but I do not take it to be ſo, for the Treaty which you have produced is a Surrender by him of all Power into the Hands of the Company (*a*). Chief Juſtices

(Signed at the End of the Conſultation)

"Warren Haſtings,
J. Clavering,
Geo. Monſon,
Rich^{d}. Barwell,
P. Francis."

Read, further Extract from the ſame Conſultation, beginning at Page 512 of the ſame Book.

"It is from the real Buſineſs to be tranſacted between Nation and Nation, not from any Repreſentation of ſuppoſed Majeſty, that their Rights are ſubſtantially founded. Is Mobarek ul Dowla, or was he ever a Prince in a Situation of tranſacting any Public Buſineſs of Conſequence with this Settlement? Is he, from the Evidence before us, capable of making War and Peace with this

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(*a*) Vide Appendix, N^{o} CXIX.

Settlement? If not, though there may remain in him a Shadow of Majeſty, I think no Sanctity of Perſon can be derived to his Vakeel which will be ſufficient to give him the Rights of an Ambaſſador; for this Reaſon I threw out, when this was before mentioned, what I thought would be neceſſary for the Governor General and Council to make out before they could ſupport this Claim. I did it that, if they could not make it out, they might have an Opportunity of relinquiſhing a Claim, which I was fully aware muſt embarraſs them. They have choſen to perſiſt in it, and to force the Court to a Determination on a Queſtion which their Counſel ſtates to be political, and that to protect a Man charged (whether properly or no will appear when the Indictment is tried), with a Conſpiracy againſt the Firſt Man in this Settlement, the Governor General. Whatever my Opinion may be, the Gentlemen of the Council muſt have been clearly convinced of the Juſtneſs and Indiſpenſability of the Claim, or in ſuch a Caſe I am ſure they would not have made it. We had ſaid it would be neceſſary that the Governor General and Council ſhould verify, by Affidavit, that Mobareck ul Dowla was a Sovereign Prince, in a Situation to make War and Peace with this Settlement; that he was ſui Juris; that he appointed his own Miniſtry; that he performs all Acts of Sovereignty independently, and without the Controul of this Government; that he is in all Negociations treated as a Prince ſui Juris; that a Vakeel is a publick Miniſter, having the jus revocandi Domum; that the Governor General and Council have always treated Roy Radachurn as inveſted with the Rights which they claim for him; and that they do not conſider him ſubject to the Order and Controul of this Government.

" No ſuch Affidavit has been made; I ſhould have been much ſurpriſed if there had; but the Reaſon given for the Want of Affidavit is not the true one; namely, that the Facts would not bear them out. The reaſon given by their Counſel is, that the Governor General and Council could not make the Affidavits required, becauſe they are a Corporation. I cannot imagine from what Confuſion of Ideas this Notion has ſprung. In fact, they are no Corporation; if they were, could it enter into the Mind of any Man, that it was ſufficient for a Corporation merely to make a Claim without ſupporting it by Proof? to fling a Claim, on Paper, into Court, and leave it to eſtabliſh itſelf without Evidence? Though a Body Corporate, qua Corporate, cannot make an Affidavit, yet each Individual that compoſe it can. In fact, the Governor General has. The Individuals, if the Facts would have bore them out, might, and I have no Doubt would have made the Affidavits, eſpecially as the Court had informed them, if they did not the Negative of the Queſtions put would be taken for granted.

" They have not even ſworn, or given any Evidence, that they themſelves do now, or ever have treated Roy Radachurn as a Perſon inveſted with the Rights they claim for him from us; nor that they do not conſider him ſubject to the Order and Controul of this Government. Is he then to be treated as a Publick Miniſter, merely to elude Juſtice, and in no other Reſpect to be ſo treated? I have little Doubt but that this Man was originally appointed by the Influence of the late Adminiſtration; and am not ſurpriſed that thoſe who form the Government of this Preſidency, which undoubtedly exerciſes Authority over the Maſter, cannot ſwear that they do not think the Servant liable to the Controul of the Government of this Preſidency.

" What has been produced in Support of this Claim? A Paper which has been called a Treaty with Mobarek, a Sunnud of Meer Jaffier Ally Cawn, the Affidavit of Roy Rada Churn, and Two Letters to the Governor General, which are called the Credentials.

" The Treaty indeed, by its Firſt Article, nominally guaranties to him the Poſſeſſion of Bengal, Bahar, and Oriſſa; but by the other Articles, all Power whatſoever is taken from him, nothing is left him but an empty Title and 31,31,991 Rupees annually; even that Sum is appropriated, all but 16 Lack, to his Houſehold, and it is expreſsly ſtipulated, that the remaining 16 Lack ſhould be expended by the Officer named in the Treaty in maintaining the Peons, &c. of his Swany: He is therefore obliged to keep up the Enſigns of Power, and maintain the outſide Pomp of a Prince, by the very Inſtrument which is an actual Surrender of his Sovereignty, if he was, which is not in Proof, ever poſſeſſed of it.

" It was ſtated by the Counſel at the Bar, to induce the Court to believe that the Military Power, that ſubſtantial Evidence of Royalty, was in his Hands, that he kept an Army on Foot. What does it turn out to be? A mere Swarry to keep up oſtenſible Pomp, and make him appear what he is not. It is a miſerable Attempt to impoſe on the Court.

" As to the Sunnud of Meer Jaffier, that is produced to ſhew that Mobarek has a Right to a Mint, another Mark of Sovereignty. Does it prove it?

" It proves that the Eaſt India Company had exerciſed the Right of coining Money; and what they poſſeſſed before is confirmed to them by this Grant of Jaffier. By what Authority the Eaſt India Company claimed it before this Grant, does not appear; it does appear they exerciſed it. But though Meer Jaffier might be a Sovereign, how is Mobarek connected with him? No Title has been attempted to be derived, nor any Succeſſion proved from Jaffier to Mobarek. Is there any Proof that Mobarek ever coined Money in his own Name? All this is meer Colour, and ſo faint, that I can hardly induce myſelf to think that the Gentlemen who made the Application do themſelves believe what they are deſirous the Court ſhould believe."

Read, further Extract from the ſame Conſultation, beginning at Page 521, of the ſame Book.

“ Thus it ſtands on the Evidence in Support of the Claim: It is mere colourable Evidence; but when the Affidavits on the other Side are read, that Colour immediately vaniſhes.

“ The Governor General ſwears, That the late Adminiſtration, by their own Authority, appointed Munny Begum to be Guardian to the Nabob, and Rajah Goordaſs, Dewan of his Houſehold, allowing each of them large Salaries; That the ſame Adminiſtration planned and conſtituted Criminal and Civil Courts by their own Authority, without conſulting the Nabob, or requiring his Concurrence; the Civil were made dependant on the Preſidency ſolely, and the Criminal, though held in the Name of * Nabob, are in Fact under the Controul and Inſpection of the Servants of the Eaſt India Company. That the Management of the Revenues, (the Sinews of War) are entirely in the Hands of the Eaſt India Company and their Repreſentatives, without the ſmalleſt Participation of the Nabob. That, in conſequence of Orders from the Court of Directors, the annual Stipend which was allowed him was reduced from 31,31,991 Rupees to 16,00,000.

“ By what Authority did they appoint a Guardian? The Company had no natural Connection by Blood with Mobarek. By what Authority did they appoint the Dewan of his Houſehold, and allow them large Salaries? It could only be done in their political Capacity, by that Authority which they exerciſe over him.

“ If the Treaty given in Evidence was in the Nature of a real Treaty with a Sovereign Prince, when there were mutual Agreements and Conſiderations, how came his Stipend, for ſo it is called (a Word hardly applicable to an independant Sovereign Prince), to be reduced to 16,00,000 Rupees? By what Authority did they erect the Courts of Law, and ſuperintend the Adminiſtration of Juſtice, without any Communication with him? Had he himſelf any Idea he was a Sovereign? Does he complain of the Reduction of his Stipend, or the Infringement of Treaties? No: He conſidered himſelf, what he really is, abſolutely dependent on the Company, and was willing to accept any Pittance they would allow him for his Maintenance. He claims no Right. Does he complain that the Adminiſtration of Juſtice is taken into the Hands of the Company? No: By the Treaty the Protection of his Subjects is delivered up to the Company; and he well knew, whoever is held up as the oſtenſible Prince, the Adminiſtration of Juſtice muſt be in the Hands of thoſe who have Power to enforce it. The Governor General, who, I ſuppoſe, had a Delicacy to ſtate more than what has before been made public, cloſes his Affidavit with ſaying, that all he has depoſed to he believes to be publickly known, as it is particularly ſet forth in the Reports of the Committee of the Houſe of Commons. I knew it was there, and was therefore ſurprized at this Application. It is ſo notorious that every Body in the Settlement muſt have known; when I ſay every Body, I mean with an Exception to the Gentlemen who apply to the Court: The only Reaſon I can give for their applying is the little Time they have been in the Country, and the Want of Knowledge of former Tranſactions of Government, and the Cuſtoms and Manners of the People. I wiſh the Governor General had pointed out this Paſſage to them; for if he had, it ought, and I have therefore no Doubt would have prevented this Application.

“ The Governor General's Affidavit proves the Revenues, their Collection, the whole Adminiſtration of Juſtice, both Civil and Criminal, and even the appointing of the Officers of his Houſehold, to be in the Company. Mr. Lane, Mr. Hurſt, and Mr. Vanſittart, all Members of the late Council, depoſe, that the Military is ſo likewiſe. They ſwear, that the whole Military Power of the Province is, and has been for ſeveral Years, entirely under the Controul of the Company, and of their Repreſentatives: They ſwear, that he performs no Acts of Sovereignty independant of, and without the Conſent of the Repreſentatives of the Eaſt India Company; nothing therefore is left to Mobareck but an empty Title. This has been ſaid to have been a political Queſtion, and that the Determination of it againſt the Right of the Vakeel might be productive of Quarrels with Foreign Nations, eſpecially the French. I think it can have no ſuch Effect; for whether the Territorial Acquiſitions belong to the Crown or the Company, if either of them have a Right to execute Sovereignty here, and chuſe ſo far to poſtpone their own Dignity, as to ſet up another Perſon, through whom, and in whoſe Name, they will exerciſe the Power, I do not know that any Foreign State has any Right to complain; nor do I think this Determination can affect the Legality of the Courts eſtabliſhed in this Province. All that is determined in this Caſe is, that Mobareck-ul-Dowla, who ſurrendered his Power entirely into the Hands of the Engliſh Company, cannot himſelf, nor can the Eaſt India Company in his Name, protect Delinquents, ſubject to the Juriſdiction of this Court, from being puniſhed by the Laws of Great Britain; that the Agents of the Eaſt India Company cannot, by making him the Inſtrument, do indirectly what they would not aſſume to do directly. It cannot be a political Queſtion of a ſerious Nature, in the Opinion of the Gentlemen making the Claim; had it been ſo, they would not have preſſed a Deciſion on it in this very unfavourable Caſe. It is no Right claimed by the Nabob; both he and his Vakeel, as the Vakeel, as to himſelf, candidly confeſſes in his Memorial, were wholly ignorant of the Rights and Privileges to which he was entitled by the Laws of Great Britain, as an Ambaſſador or public Miniſter. If any material Conſequences follow from it, the Gentlemen ſhould have been backward in forcing us to a Deciſion; for we muſt give ſuch an Opinion, whatever may be the

* Deeſt in Orig.

Conſequences, as we think founded in Law. They were to judge of the Politics; they have thought it right to have it determined: The Evidence is before us; we cannot determine contrary to it: We muſt judge by Law, not by Politics. Perhaps this Queſtion might have been determined merely on the Dates of the Letters to the Governor General; but as the Council have made the other a ſerious Queſtion, I ſhould not have thought that I had done my Duty, if I had not given a full and determinate Opinion upon it. I ſhould have been ſorry if I had left it doubtful, whether the empty Name of a Nabob could be thruſt between a Delinquent and the Laws, ſo as effectually to protect him from the Hands of Juſtice."

Read, further Extract of the ſame Conſultation, beginning at Page 542 of the ſame Book.

" Mr. Juſtice Le Maiſtre.—With regard to this Phantom, this Man of Straw, Mobareck al Dowla, it is an Inſult on the Underſtanding of the Court to have made the Queſtion of his Sovereignty.

" But it came from the Governor General and Council; I have too much Reſpect for that Body to treat it ludicrouſly, and I confeſs I cannot conſider it ſeriouſly. (a)

20th June 1775.

Read, further Extract from the ſame Conſultation, beginning at Page 544 of the ſame Book.

" Mr. Juſtice Hyde.—By the Treaty which has been read, it appears that Mobarek al Dowla deprives himſelf of the great Enſign of Sovereignty, the Right to protect his own Subjects; he declares, that ſhall be done by the Company.

The Act of Parliament does not conſider him as a Sovereign Prince. The Juriſdiction of this Court extends over all his Dominions to ſuch Perſons as are Servants of the Company, or of any Britiſh Subject, and to every One of his Subjects who chooſes to ſubmit himſelf to our Juriſdiction, and exempt himſelf from that of his Courts, by making a Contract above 500 Rupees in Value, and declaring any Diſpute on it ſhall be determined in this Court only; ſo that if we allowed this Claim, his Vakeel would be the only Perſon in his Dominions to whom he could extend the Arm of Protection (b).

Read, further Extract of the ſame Conſultation, beginning at Page 546 of the ſame Book.

" The unanimous Opinion of the Court, delivered by the Chief Juſtice, in Conſequence of a Letter ſigned J. Clavering, Geo. Monſon, and P. Francis."

The Counſel for the Defendant obſerved, that it would be more regular firſt to read the Letter upon which the Opinion of the Court as abovementioned was delivered.

The ſame was accordingly read by Conſent from a printed Paper, intituled, " The Examination into the Claim of Roy Rada Churn to the Privilege of an Ambaſſador, as Vakeel of Mobarek ul Dowla, Nabob of Bengal;" and is as follows:

" Supreme Court of Judicature, Fort William, June 21ſt, 1775.

" Preſent,

The Honourable { Robert Chambers,
Stephen Cæſar Lemaiſtre,
John Hyde, } Eſquires.

" Gentlemen,

" Encloſed we have the Honour to tranſmit you the Copy of a Memorial, which has been preſented to us by Roy Rada Churn, the Vakeel of the Nabob Mubarick ul Dowla, repreſenting, that a Bill of Indictment has been preſented and found againſt him in the Supreme Court of Judicature.

" As this Perſon is the Vakeel, or Publick Miniſter, of the Subah of theſe Provinces, we conceive him to be entitled to the Rights, Privileges, and Immunities, allowed by the Law of Nations, and the Statute Law of England, to the Repreſentatives of Princes. We therefore claim thoſe Rights in his Behalf; and deſire that the Proceſs againſt him may be void; and that the Perſons ſuing out and executing ſuch Proceſs, may be proceeded againſt in ſuch a Manner as the Law directs.

" We have the Honour to be,
Gentlemen,
Your moſt obedient humble Servants,
John Clavering,
George Monſon,
Philip Francis."

" Revenue Department,
Fort William, 20th June 1775.

(a) Vide Appendix, N° CXIX.

(b) Vide Appendix, ibid.

Then the following Extract of the unanimous Opinion of the Judges of the Supreme Court at Calcutta in Bengal, in conſequence of the above Letter, was read from the before-mentioned Conſultation of the 10th July 1775, beginning at Page 547 of Book 11.

" The Letter from the Council encloſes One of a moſt extraordinary Nature from the Nabob Mobarek. His Age, his Situation, is ſuch, that there is no Man, either in England or India, will believe he would be induced to write ſuch a Letter, was it not dictated to him by the Agents of thoſe who rule this Settlement; or unleſs he was perfectly convinced it would be agreeable to, and coincide with their Sentiments. We always have, and always ſhall, conſider a Letter of Buſineſs from that Nabob the ſame as a Letter from the Governor General and Council." (a)

The Managers for the Commons ſtated, they would next proceed to prove that the Nabob Mobareck ul Dowlah was entirely in the Hands, and under the Management of Mr. Haſtings, at the Time of the above Tranſaction; and that Mr. Haſtings having, at a Conſultation of the 2d March 1778, been over-ruled in a Propoſal he made to comply with certain Requiſitions of the Nabob, to remove Mahomed Reza Cawn, the Matter having then been referred, by a Majority of the Board, to the Deciſion of the Court of Directors; at the next Council that was held reſcinded that Reſolution, and put Munny Begum into Power.

Read, from Book 76, already delivered in, the following Extract of a Conſultation of the 2d March 1778, beginning at Page 579 of the ſame Book.

" Fort William, the 2d March 1778.

Secret Dept. Monday.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Philip Francis, } Eſquires;
Edward Wheler, }
Mr. Barwell, indiſpoſed.

" Reconſidered the Letter from the Nabob Mobareck ul Dowlah, received the 12th, and recorded the 23d ultimo.

" Mr. Wheler delivers in the following Minute:

" Mr. Wheler.—After having very maturely conſidered the 40th Paragraph of the General Letter from this Preſidency to the Court of Directors, dated the 20th November 1775, particularly that Part of it, which mentions the Appointment of Mahomed Reza Cawn to the Naibſhip of the Nizamut, for the Support of that oſtenſible and active Power in the Nizamut, which the Nabob from Youth and Neglect of Education was judged incapable to exerciſe, and having likewiſe peruſed the 35th Paragraph of the General Letter from the Court of Directors, dated 24th December 1776, wherein they highly approve, for the Reaſons above quoted, of the Appointment of Mahomed Reza Khan; I am of Opinion that the Requeſt now preſented to this Board by his Highneſs, conſiſtently with thoſe Orders cannot be complied with here, but that it will be proper to ſubmit the ſame to the Determination of the Court of Directors, together with ſuch Remarks as may ſerve to apprize them of the Conſequence, whether beneficial or otherwiſe, that may probably reſult from complying with his Highneſs's Requeſt; and I am further inclined to this Mode from a Belief, that although his Highneſs was under Age when placed under the Guardianſhip of Mahomed Reza Khan, it was well known to the Court of Directors, that previous to the Date of their Letter approving Mahomed Reza Khan's Appointment, or to its Arrival in India, his Highneſs either had or would ſhortly attain the Years of Maturity.

" Fort William,
24th February 1778. (Signed) Edward Wheler."

" Mr. Francis delivers a Minute containing his Opinion, as follows:

" Mr. Francis.—I could have wiſhed, that before I had been called upon to give my Opinion on the preſent Queſtion, the Merits of it had been ſtated to us by the Governor General, and regularly debated at the Board. The Inſtitution of a Council ſuppoſes a reciprocal Communication of Opinions, and that no Reſolutions ſhall be formed without a previous Debate. Reſerving therefore to myſelf the Right of altering or qualifying the Anſwer I now deliver in, according to the Lights and Information I may receive from the other Members of the Board, I muſt declare, that I think we have but one Courſe to purſue.

" The Letter received from the Nabob Mobarek ul Dowlah ſhould be referred to the Court of Directors. I do not myſelf ſee any one Motive that ſhould preſs this Government to take upon themſelves the hazardous Reſolution of complying with the Requiſitions contained in it, eſpecially at a Time when Meaſures of the greateſt Importance to the Welfare of India already divide our Counſels, and ought to engroſs our Attention. The Subject is delicate in its Nature, and I wiſh to ſpeak of it with Caution and Reſerve. The Board will conſider maturely what Conſequences the Compliance required of us may lead to, with what Demands upon the Company it may be followed, in what Manner it may affect the internal Government of theſe Provinces, and how far it may coincide with or embarraſs Arrangements at this Moment probably under the Conſideration of the Legiſlature for the permanent Settlement of Bengal.

(a) Vide Appendix, N° CXIX.

General Letter, 24th Dec. 1776. " With reſpect to the Removal of Mahomed Reza Cawn, I ſhall only obſerve at preſent, that the Court of Directors have approved of our Recommendation of him to the Nabob to conſtitute him his Naib; that they are well pleaſed that he has received that Appointment, and that they have authorized us to aſſure him of their Favour. I truſt that no Member of this Board would recommend or approve of the Diſmiſſion of a Man whom the Court of Directors themſelves conſider as qualified for the high Station he holds, in a more eminent Degree than any other Native with whom the Company has been connected, without their expreſs Authority, or unleſs ſome Crime had been proved againſt him.

" Mr. Francis.—Mr. Wheeler and I having delivered our Opinion on the Queſtion brought before the Board by the Governor General, I muſt requeſt that the Governor will be pleaſed to favour the Board with his Opinion upon it.

" Governor General.—I did not expect that my Opinion would be required, until thoſe of the other Members had been regularly taken in Succeſſion; nor was this Day appointed for collecting the Opinions upon the Subject: Mr. Barwell's has not been received; he is abſent. I ſhall therefore decline to give my Opinion at this Day's Conſultation, unleſs the Majority of the Board now aſſembled ſhall require it.

* Sic in Orig. " Mr. Francis.—On this Day * Sevenight the Governor General moved, that the Opinions of the Members of the Board might be taken on the Subject of the Nabob's Letter. The Motion ſtates, that their Opinions may be taken at the next Meeting of the Council; and the Queſtion was brought forward again this Day; I preſume with the Governor's Approbation; at leaſt it was not called for by any other Member of the Board. I believe therefore I am perfectly regular in Point of Form, in requeſting his Opinion may follow thoſe of the Members preſent. I therefore beg Leave to repeat my Queſtion in the Form of a Motion; but am ready, if the Governor General approves of it, to put off the Conſideration of this Queſtion until this day Fortnight.

The Governor General.—I deſire the Secretary to declare, whether he had any Directions from me to bring this Matter before the Board. This is properly the Conſultation following that in which the Queſtion was firſt brought before the Board; as the Meetings on Thurſdays, though held in this Chamber, belong only to the Department of Inſpection, and are held by a Summons iſſued by the Secretary to that Department. It was probably my Intention to have brought on the Queſtion for Deciſion this Morning; but I apprehend it cannot be done with Regularity, as One of the Members of the Board, whoſe Opinion I preſume will be eſſentially neceſſary, is at this Time abſent. It will reſt with the Majority of the Board aſſembled, to let the Queſtion take its due Courſe, or to force it to an immediate Deciſion, ſubject to a regular Confirmation or Repeal at the next Meeting. I cannot conſent to the Compromiſe propoſed by Mr. Francis; it is inconſiſtent with the Demand for an inſtant Deciſion.

" The Secretary—Begs Leave to acquaint the Board, that he did not receive any Orders whatſoever for bringing on the Conſideration of the Nabob's Letter this Morning, but that he introduced it as a Subject depending before the Board in the regular Courſe of Buſineſs.

" Mr. Francis.—In propoſing to defer the Queſtion to this Day Fortnight, I have explained myſelf to mean, that we ſhould wait for the Receipt of the Company's Letter now on Board One of the Ships at Madras, and which we may probably receive in that Time. Since that is not approved by the Governor General, I adhere to my firſt Motion, being perfectly ſure that I proceed not only with the ſtricteſt Obſervance of the Forms of the Board, but with the utmoſt Candour and Moderation.

The Governor General.—From the Whole which has paſſed in this Debate, which hitherto has been confined to Mr. Francis and myſelf, it is very evident that Mr. Francis perſiſts in his Motion, on the Preſumption of a ſuperior Influence occaſionally over-ruling me at this Day's Meeting, otherwiſe it is impoſſible to conceive any Reaſon why he ſhould inſiſt on an inſtant Deciſion of the general Queſtion propoſed by me on laſt Monday, when he at the ſame Time proffers the Suſpenſion of it for a Fortnight, and the Time in which I would propoſe to ſuſpend it will neceſſarily form a Part of that Interval, and of Courſe come nearer to his own Propoſition than an immediate Determination. I forbear to ſay more upon the Subject; it will reſt with Mr. Wheler to determine whether the original Queſtion ſhall be determined immediately, or wait until the Aſſembly of the Board is complete.

" Mr. Francis.—If the Board will not unanimouſly agree to wait for the Receipt of the Company's Inſtructions, now upon their Way probably to this Place, it is not in my Power to aſſign a Reaſon why the Board ſhould not decide the Queſtion now. The Motive imputed to me for urging ſuch Deciſion at preſent, though in Fact I have not done ſo, will I believe in the Mind of every impartial Judge, be full as applicable to the Deſire intimated by the Governor, that Mr Barwell's Preſence ſhould be waited for. Conſiderations of that Kind are irregular, and, as I think, not fit to be inſiſted on of either Side. I beg the Queſtion may be put.

“ The Governor General.—I believe I know Mr. Barwell's Sentiments upon the general Queſtion as I know Mr. Wheler's; but the Queſtion now before the Board is of a different Nature, and is moſt undoubtedly an Advantage taken of the preſent Compoſition of the Board. It may however prove an inſtructive Experiment, and I ſhall not be ſorry that it is made. If Mr. Francis knows that the Company's Inſtructions, which he ſays are probably now on their Way to this Place, relate to the general Subject now under Conſideration, I will readily agree to poſtpone it; but if he has no ſuch Knowledge, and there is the ſtrongeſt Reaſon to believe that they contain nothing which bears the moſt diſtant Alluſion to it, I know not why I ſhould be required to ſupport the Credit of ſuch a Suggeſtion.

“ Mr. Francis.—I am not acquainted with the Contents of the Company's expected Letter, but I do believe, on the Authority of the Court of Directors themſelves, expreſſed in their Letter to the late Sir John Clavering, that it contains ſome general Arrangements concering the Affairs of this Country and the Government. They poſitively promiſed him to ſend out ſuch Inſtructions by their next Diſpatches.

“ The Governor General.—I believe the Court of Directors will regret their ever having given ſuch a Promiſe, when they know that it has been circulated to every Part of the Provinces, and even beyond the Dominions of our Ally the Nabob of Oude, for the Purpoſe of weakening the Influence of the preſent Adminiſtration, and defeating its Meaſures. It therefore becomes me, whilſt I hold this Place I poſſeſs in this Government, to uſe every Means that may be requiſite for obviating the Effects of ſo dangerous a Policy. This alone would be a ſufficient Reaſon for me to refuſe to protract the preſent, or any other Queſtion, until the Arrival of the Company's Orders, on the Suppoſition that they will contain the Confirmation of a Belief ſo induſtriouſly propagated.”

“ The Queſtion propoſed by Mr. Francis being put,

“ Mr. Wheler.—Of the Two Propoſitions made by Mr. Francis, I prefer the poſtponing the further Conſideration of this Queſtion for Fourteen Days; but as that is diſapproved by the Governor General, I think it highly neceſſary that we ſhould come to an immediate Deciſion, and I only regret that that Deciſion, probably, will not be final.

“ Governor General.—I ſubmit, and ſhall deliver my Opinion, as nearly as I can, in the Terms of the Queſtion. It is my Opinion, that the Requiſitions contained in the Letter from the Nabob Mobareck-ul-Dowlah, entered in the Conſultation of laſt Monday, be complied with.

“ Mr. Francis.—I move that it be reſolved, in Conformity to the Opinions of a Majority of the Board, That the Nabob's Letter be referred to the Deciſion of the Honourable the Court of Directors, and that no Reſolution be taken here upon the Subject of the Requiſitions contained therein, without their ſpecial Orders and Inſtructions.

“ Mr. Wheler, agrees.

“ Mr. Francis, agrees.

“ Governor General.—I object, and proteſt both againſt this and the preceding Reſolution.

“ Reſolved, That the Nabob's Letter, recorded the 23d ultimo, be referred to the Deciſion of the Honourable the Court of Directors; and that no Reſolution be taken here on the Subject of the Requiſitions contained therein, without their ſpecial Orders and Inſtructions.”

No Signature at the End.

The Counſel for the Defendant ſubmitted that the Whole of the above Conſultation would be unintelligible, unleſs the Letter from Mobareck ul Dowlah, which was the Subject Matter of the above Deliberation, were read.

The Managers for the Commons being aſked, if they meant to read the Letter alluded to by the Counſel for the Defendant, anſwered, that they did.

The ſame was accordingly read from a Conſultation of the 23d February 1778, beginning at Page 567 of the ſame Book.

“ Fort William, the 23d February 1778.

Secret Dept. Monday.

“ At a Council; Preſent,

The Honourable Warren Haſtings, Governor General, Preſident;

Richard Barwell,
Philip Francis,
Edward Wheler,
Eſquires.

“ The Governor General deſires that the following Letter from the Nabob Mobareck ul Dowlah may be read.

“ From the Nabob Mobarek ul Dowlah. Received 12th February.

Letter from the Nabob Mobarek ul Dowlah.

“ I have already addreſſed repeated Letters to your Excellency, ſtating very fully the Trouble and Uneaſineſs I ſuffered from the Nabob Mahomed Reza Khan's being inveſted with the Office of the

Naibſhip of the Nizamut, with the Management of the Affairs of the Country, and of the ſeveral Offices of my Houſehold, the Adminiſtration of the Buſineſs of the Adawlut and Phouſdarry within the Soubah's, and of all the Affairs of the Nizamut, as well as of my domeſtic Concerns, and the Superintendance of myſelf and Family; becauſe the ſaid Nabob, regarding only his own Benefit and the Increaſe of his Greatneſs in future, pays no Regard or Attention to my Intereſt or Advantage.

" The Nabob Mahomed Reza Khan is neither connected with me by the Ties of near Relationſhip, nor of ſincere Attachment, that he ſhould therefore be inveſted with ſuch a Degree of Power is highly oppreſſive and diſhonourable to my Family. I am now, by the Favour of God, come to the Years of Maturity, and to that Age when, by the Precepts of our Holy Law, and the Uſage of Mahomedaniſm, I ought to take Charge and Management of my own Affairs, and by the Bleſſing of the Almighty, I am not ſo devoid of Underſtanding as to be incapable of conducting them. I am therefore hopeful, from your Favor and Regard to Juſtice, that you will deliver me from the Authority of the aforeſaid Nabob, and give your Permiſſion that I take on myſelf the Management of the Adawlut and Phouſdarry of the Soubahs, as well as of my own Houſehold, and the Buſineſs of the Nizamut, which is my Right.

" The Company, who have acquired ſo great Authority in this Country, and raiſed themſelves to their preſent Degree of Greatneſs and Dominion, are indebted for the Advantages ſolely to the warm Support of my Anceſtors; and you well know what Degree of Authority I am at preſent poſſeſſed of. I therefore aſk nothing more than my Right, and ſhould the Company, diſregarding the Situation and Rights of this Family, refuſe their Approbation to my Requeſt, which is perfectly juſt and right, it will be highly inequitable.

" I am hopeful, that maturely weighing this Matter, your Excellency will give me the Management of the Affairs of the Nizamut, of my own Houſehold, and the Offices attached thereto, together with the Adminiſtration of the Adawlut and Phouſdarry within the Soubahs, which are my Right. This will be an Act of the higheſt Juſtice in the Gentlemen, and will engage my Gratitude, and that of all the helpleſs Dependants of this Family. (a)

(Signed at the End of the Conſultation)

" Warren Haſtings,
Richd Barwell,
P. Francis,
Edwd Wheler."

To prove that the above Application of the Nabob Mobareck ul Dowlah was made for the Sake of Munny Bhegum,

Read, from Book 132, already delivered in, the following Letter from the Nabob Mobareck ul Dowlah to Mr. Haſtings, received 17th November 1777, beginning at Page 503 of the ſame Book.

" Letter from the Nabob Mobareck ul Dowlah. Received 17th November 1777.

" I have already repeatedly written you, that I can on no Account be ſatisfied that the Adminiſtration of the Nizamut Affairs ſhould be veſted in Mozuffer Jung, whilſt her Highneſs the Munny Bhegum, who is the Head and Patroneſs of the Family of my deceaſed Father, is living; yet you have nevertheleſs neglected to pay Attention to my Situation, and have left my Family under the Management of the aforeſaid Perſon, which is not only diſhonourable and diſgraceful to me, but highly detrimental to my Affairs.

" For Inſtance, Mozuffer Jung has lately told every Body in a Strain of Irony, " Let him," meaning me, " firſt ſecure the Point concerning which he has written Letters to the Governor, * Sic in Orig. and then take on himſelf the Adminiſtration of the Affairs of the Niz*mut, but till this happens the Power is in my Hands."

" Reflect, my Patron, how great Uneaſineſs ſuch Speeches muſt occaſion to me. Before this * Sic in Orig. he has alſo frequently mad* uſe of Expreſſions in the higheſt Degree inſufferable, which I have informed you of, but I am at a Loſs to conceive on what Principles of Juſtice you conſent to my Diſhonour and Detriment in an Affair wherein your Compliance with my Deſire could not be, in the leaſt Degree, hurtful to the Company, and would be of Advantage to me, and prefer the Satisfaction of Mozuffer Jung.

" I am hopeful you will not keep me longer in this painful Suſpence, but will be kindly pleaſed to write immediately to the Munny Bhegum, that ſhe take on herſelf the Adminiſtration of the Affairs of the Nizamut, which is, in fact, her own Family, without the Interference of any other Perſon whatever; by this you will give me compleat Satisfaction."

To prove that Mr. Haſtings reſcinded the Reſolution of the Council of the 2d March 1778, as before mentioned,

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(a) Vide Appendix, No CXX.

Read, from Book 76, already delivered in, the following Extract of a Conſultation of the 5th March 1778, beginning at Page 595 of the ſame Book.

" Fort William, 5th March 1778.

" At a Council; Preſent,

Secret Dept. Thurſday.

The Honourable Warren Haſtings, Governor General, Preſident;
Richard Barwell, }
Philip Francis, } Eſquires."
Edward Wheler, }

" Read, the Proceedings of the 2d inſtant.

" Governor General.—I move, that the Reſolution paſſed in the laſt Conſultation, to wit, 'That the Nabob's Letter be referred to the Deciſion of the Honourable the Court of Directors, and that no Reſolution be taken here on the Subject of the Requiſitions contained therein, without their ſpecial Orders and Inſtructions,' be repealed, and that the Queſtion propoſed by me, in Conſultation 23d ultimo, namely, That the Opinions of the Members of the Board may be taken, whether the Requiſitions contained in the Nabob's Letter, recorded in that Day's Proceedings, ſhall be complied with or denied, may be reconſidered." (a)

Read, further Extract of the ſame Conſultation, beginning at Page 603 of the ſame Book.

" Reſolved, That the Reſolution paſſed in the laſt Council, viz. 'That the Nabob's Letter, recorded 23d ultimo, be referred to the Deciſion of the Honourable the Court of Directors, and that no Reſolution be taken here on the Subject of the Requiſitions contained therein, without their ſpecial Orders and Inſtructions,' be repealed." (b)

Read, further Extract from the ſame Conſultation, beginning at Page 605 of the ſame Book.

" The Second Queſtion contained in the Governor General's Motion being put:

" Agreed, That the Queſtion propoſed by the Governor General, 23d ultimo, viz. That the Opinions of the Members of the Board may be taken, whether the Requiſitions contained in the Nabob's Letter, recorded on that Day, ſhall be complied with or denied, may be reconſidered.

" Mr. Wheler and Mr. Francis having given their Opinions on the Original Queſtion in the laſt Conſultation,

" Mr. Barwell proceeds to deliver his Sentiments as follow.

" Mr. Barwell.—I am of Opinion, That as the Nabob is pleaſed to demand and aſſert the poſitive Rights of his Office as Nazim of the Provinces, and as he has been invariably acknowledged ſuch by the Company and this Government, I do not ſee upon what Ground we can deny his Requeſt; a Reference at this Time for the Orders of the Company would be an Evaſion reflecting on their Honour, and unbecoming the Juſtice of the Government.

" Governor General.—The Nabob's Demands are grounded on poſitive Rights, which will not admit of a Diſcuſſion.

" He has an inconteſtible Right to the Management of his own Houſhold.

" He has an inconteſtible Right to the Nizamut: It is his by Inheritance. The Dependants of the Nizamut, Adawlut, and of the Fouſdarry, have been repeatedly declared by the Company, and by this Government, to appertain to the Nizamut.

" For theſe Reaſons I am of Opinion, That the Requiſitions contained in the Nabob's Letter entered in Conſultation 23d ultimo ought to be complied with.

" Mr. Francis.—Since it has been reſolved that the Conſideration of the original Queſtion ſhould be reſumed, I deſire that the Secretary will read to the Board the repeated Letters already addreſſed to the Governor General by the Nabob on this Subject, previous to the laſt, as they will probably throw Lights upon it which are not before us at preſent.

" Governor General.—I muſt beg Mr. Francis's Pardon for objecting to the preſent Motion, as it does not ariſe out of any new Matter produced at this Meeting; and as theſe Letters, if they are ſuppoſed to contain any additional Lights, ought to have been conſidered by him before he gave his Opinion. I have no Objection to their being produced; the Letter Book containing the Perſian Correſpondence ought always to be before the Board, and this is the only Day in which I recollect that they were not lying upon the Table. My Objection goes only to the Loſs of Time which will be conſumed in tracing the Nabob's Letters which may have been written on this Subject, and in reading them to the Board. The Letter Books are now produced; I deſire that the Aſſiſtant Secretary will examine them, and ſhew Mr. Francis ſuch Letters as he finds contained in them from the Nabob. This, I apprehend, will anſwer all the Purpoſes for which he can require them, and the Time of the Board will be ſpared.

(a) Vide Appendix, Nº CXXI.

(b) Vide Appendix, ibid.

General Letter, 24th Dec. 1776, Par. 35.

General Letter, 24th Dec. 1776, Par. 32.

" Mr. Francis.—I underſtood the original Queſtion was reſumed de novo. In delivering my former Opinion, I reſerved to myſelf a Right to alter it according to the Arguments which might be ſtated in the Courſe of the Debate. The Letters in Queſtion, if they are entered on the Perſian Correſpondence, might have been read while we have been talking upon the Subject. I generally have examined the Perſian Correſpondence, but do not recollect to have ſeen any Letter from the Nabob, ſtating, as he ſays, very fully, the Trouble and Uneaſineſs he ſuffers from the Nabob Mahomed Reza Cawn's being inveſted with the Offices he now holds. From what I have heard of his Conduct, and of thoſe Perſons who are moſt in his Confidence, and have greateſt Influence with him, I can eaſily believe that Mahomed Reza Cawn's Authority is a Reſtraint over him. When that Reſtraint is removed, I do not doubt that he will immediately become what he was before, ' An eaſy Prey to his menial Servants, whoſe utter Want of Ability, Integrity, ' and Attention, to render him in any Degree reſpectable, even in the Eyes of the Natives,' are well known to the Court of Directors. When the Rights of the Nabob to the Management of his Houſehold, and to the Exerciſe of the Great Offices dependant on the Nizamut, are ſo peremptorily declared, I ſhould have conceived that his Ability to judge, and act for himſelf, and his Capacity to execute Offices of ſuch eſſential Importance to the Welfare of the Country, would alſo have been conſidered by a prudent Government. I know with Certainty, that he is, in his own Perſon, utterly incapable of executing any of theſe Offices, nor does it follow, from any Acknowledgement of his Rights, that it ſhould not be the Duty of this Government to recommend to him wiſe and able Men, and ſuch as the Company themſelves are known to confide in, to ſupport, and carry on that Part of the publick Buſineſs which is ſtill left, or ſuppoſed to be left, with the Nazim. The Company will judge of the real Motives and Object of the Requiſitions brought before us in his Name, and how far ſuch an Addreſs from him will juſtify the Removal of a Miniſter whoſe Appointment has been expreſsly and in the higheſt Terms approved by them, on the 24th December 1776. The Secretary has yet pointed out to me but One Letter from the Nabob, which appears to have been received on the 17th November. In that Letter he ſays, ' I am hopeful you will not keep me longer in this painful Suſpence, but will be kindly pleaſed to write immediately to the Munny Begum, that ſhe take on herſelf the Adminiſtration of the Affairs of the Nizamut, which is in fact her own Family, without the Interference of any other Perſon whatſoever. By this you will give me complete Satisfaction.' The Way then to give this young Prince complete Satisfaction, if we can ſuppoſe ſuch Letters are really dictated by him, is to reſtore Munny Begum to the Adminiſtration of the Affairs of the Nizamut without the Interference of any other Perſon whatſoever; by this Requeſt it appears, how little he thought himſelf qualified Three Months ago to take upon himſelf the Offices which he now deſires to be inveſted with. I do not doubt that the Object of the preſent Meaſure is to reſtore Munny Begum, in Fact if not in Form, to the Power of which ſhe was diveſted by a former Act of this Government. The Merits of this Lady are well known to the Company; but it may be proper to repeat in this Place what the Court of Directors have, with great Reaſon, thought fit to ſay of her. ' Notwithſtanding ſuch vaſt Sums have been carried to the Nabob's Account, over and above his Stipend, in ſo ſhort a Space of Time, we obſerve, that in May 1775, there was not a Rupee in his Treaſury, though there were Demands upon him to a large Amount. This Circumſtance alone, were there no other Improprieties in the Conduct of Munny Begum, would juſtify her Removal from the Office of Guardian to the Nabob; becauſe it is evident, that under her immediate Superintendance great Part of his Allowance muſt have been embezzled, or very groſsly miſapplied.'

" Reſolved, That the Requiſitions contained in the Letter from the Nabob Mobareck ul Dowlah, entered in Conſultation 23d February, be complied with.

" Mr. Francis.—I diſſent from, and proteſt againſt this Reſolution, becauſe, in addition to all the other Reaſons expreſſed by me, it is a direct and poſitive Diſobedience of the Orders of the Court of Directors, expreſſed in their high Approbation of the Appointment of Mahomed Reza Cawn to his preſent Employment; and becauſe this important Reſolution is taken without any One Reaſon being aſſigned in Support of the Neceſſity or Expediency of it.

" Mr. Wheler.—I accede to every Objection pointed out by Mr. Francis, and likewiſe join with him in his Diſſent and Proteſt. Further, as the Nabob has thought proper at this Period to demand his poſitive Rights, and as thoſe Rights may probably prove much more extenſive than appears from the Queſtion now before the Board, I am confirmed in my former Opinion, that his Highneſs's Requeſt ought to be referred to the deliberate * Deciſſion of the Court of Directors, and not at preſent receive the Sanction and haſty Determination of this Board. (*a*)

* Sic in Orig.

" Signed at the End of the Conſultation,

" Warren Haſtings,
Rich^{d} Barwell,
P. Francis,
Edw. Wheler."

(*a*) Vide Appendix, Nº CXXI.

The Managers for the Commons deſired to refer the Houſe to Page 1062 of the printed Minutes, to prove that Mr. Haſtings made a Diſpoſition of the Salary of Mahomed Reza Cawn between the Munny Begum, the Rajah Goordaſs, and Sudder ul Huck Cawn: And alſo to refer the Houſe to Page 973 of the printed Minutes, to prove that the Salary ſo divided was not taken from the Nabob's Stipend, but from the Fund of the Eaſt India Company.

Then the Managers for the Commons ſtated, they would next prove, that, in Conſequence of the above Appointment, the Government of the Country was diſturbed, Offices ſold, Peculation practiſed, the Courſe of Juſtice impeded, and that Robberies and Murders prevailed through the Country; for which Purpoſe they propoſed to read a Letter from Sudder ul Huck Cawn to Mr. Haſtings, received the 1ſt of September 1778.

The Counſel for the Defendant objected to it, as not relevant to the Charge.

The Managers for the Commons being heard in Anſwer to the Objection, the Houſe informed them, That whatever could prove the Inducement to the Appointment in Queſtion, was Evidence; but the Conſequences of the Appointment, not in Contemplation at the Time, could not be given in Evidence.

The Managers for the Commons ſtated, That it was a heavy Aggravation of the Offence that all the Miſchiefs that were predicted from the Appointment, came to paſs; and deſired that an Extract of a Conſultation of the 15th December 1779, might be read, to prove the Conduct of Munny Bhegum upon her Second Appointment.

The Counſel being aſked if they perſiſted in their Objection, ſaid, They objected to ſave Time, conſidering it totally irrelevant to the Charge; but rather than give the Houſe the Trouble of an Adjournment, they conſented that it might be read.

Read, from Book 56, already delivered in, the following Extract of a Conſultation of the 15th December 1779, beginning at Page 418 of the ſame Book.

“ Fort William, the 15th December 1777.

“ At a Council; Preſent,
“ The Honourable Warren Haſtings, Governor General, Preſident;
Richard Barwell, }
Philip Francis, } Eſquires.
Edward Wheler, }
Sir Eyre Coote abſent on a Viſit to the different Stations of the Army.

Pub. Dept. Wedneſday.

Mr. Francis delivers in the following Minute.

Nabob Mobareck ul Dowlah, Mahomed Reza Cawn.

“ Mr. Francis.—I muſt requeſt the Attention of the Board to a ſhort Recapitulation of the principal Steps taken, and Declarations made by the Nabob, and by this Government, in relation to the Removal of Mahomed Reza Cawn, and to the ſucceeding Diſtribution of the ſeveral Offices held by him.

“ In a Letter received from the Nabob, on the 17th of November 1777, he deſires that Munny Begum may be allowed to take on herſelf the Adminiſtration of the Affairs of the Nizamut, without the Interference of any other Perſon whatever; and adds, that by this the Governor will give him complete Satisfaction.

Received the 12th of Feb. 1778.

“ In his next Letter he deſires that Mahomed Reza Cawn may be removed, and expreſſes his Hopes, that ‘ as he himſelf is now come to Years of Maturity, and by the Bleſſing of God is ‘ not ſo devoid of Underſtanding, as to be incapable of conducting his own Affairs,’ the Governor will give him the Management of the Affairs of the Nizamut, and of his own Houſehold, together with the Adminiſtration of the Adaulet and Phouzdarey.

“ As the Court of Directors themſelves have fully diſcuſſed the Claims and Pretenſions ſtated in this Letter, I ſhall not attempt to add any Thing to their Obſervations thereupon.

“ On the 7th of March 1778, a Letter from the Governor informs the Nabob, that it had been agreed, ‘ that his Excellency being now arrived at Years of Maturity, the Controul of his ‘ own Houſehold, and of the Courts dependant on the Nizamut, and * and Phouſdarry ſhould be ‘ placed in his Hands;’ and Mahomed Reza Cawn was directed, at the ſame Time, to reſign his ‘ Authority to the Nabob.

* Sic in Orig.

“ In a Letter received from the Nabob, on the 4th of May 1778, ‘ he ſays he has made ‘ choice of Sudder ul Hoc Khan to fill the Station of Naib of his Audaulet and Phouzdarry, and ‘ of Rajah Gourdaſs for the Office of the Nizamut; and deſires that Mahomed Reza Cawn's Salary ‘ may be divided between thoſe Two Perſons and the Two Begums.’ On the Requeſts contained

* Sic in Orig.

in * Letter, and immediately complied with, I have nothing to add to the Remarks ſtated in my Minute of the 7th of May 1778, except that there could not be a groſſer Contradiction, than firſt to remove Mahomed Reza Cawn, on pretence of the Nabob's executing the ſeveral Offices himſelf, and immediately afterwards to appoint other Perſons to execute thoſe Offices, and at the ſame Time to give a conſiderable Portion of the Salary annexed to them to the Two Begums.

“ Sudder ul Hoe Khan, in a Letter received 1ſt September 1778, ſays, His Highneſs himſelf is not deficient in Regard for me, but certain bad Men have gained an Aſcendancy over his Temper, by whoſe Inſtigation he acts. After complaining of the Slights he receives from the Nabob, he adds, ‘ Thus they cauſe the Nabob to treat me, ſometimes with Indignity, at others with Kindneſs, juſt as they think proper to adviſe him; their View is, that by compelling me to Diſpleaſure at ſuch unworthy Treatment, they may force me either to relinquiſh my Station, or to join with them and act by their Advice, and appoint Creatures of their Recommendation to the different Offices, from which they might draw Profit to themſelves.’

“ In a ſubſequent Letter to the Governor Sudder ul Hoē Khan ſays, ‘ The Begum's Miniſters, before my Arrival, with the Advice of their Councellors, cauſed the Nabob to ſign a Receipt; in conſequence of which they received at Two different Times, near 50,000 R^{s} in the Name of the Officers of the Audawlet, Fouzdarry, &c. from the Company's Sircar, and having drawn up an Account current in the Manner they wiſhed, they got the Nabob to ſign it, and then ſent it to me.’ In the ſame Letter he aſſerts that theſe People have the Nabob entirely in their Power.

“ On the 1ſt September 1778, the Governor informs the Nabob, that ‘ it is highly expedient that Sudder ul Hoe Khan ſhould have full Controul in all Matters relative to his Office, and the ſole Appointment and Diſmiſſion of the Sudder and Mofuſil Officers; and that his Seal and Signature ſhould be authentic to all Papers having Relation to the Buſineſs entruſted to him. I therefore intimate to you that he ſhould appoint and diſmiſs all the Officers under him, and that your Excellency ſhould not interfere in any one.’

“ The Nabob in a Letter to the Governor, received 3d September 1778, ſays, ‘ Agreeably to your Pleaſure, I have relinquiſhed all Concern with the Affairs of the Fouzdarry and Audalet, leaving the entire Management of them in Sudder ul Hoe Khan's Hands.’

“ Sudder ul Hoe Khan, in a Letter received 30th September, ſays, ‘ Yatibar Ally Cawn (Munny Begum's Chief Eunuch), from the Amount Salaries of the Officers of the Adawlet and Phouzdarry, which before my Arrival he had received for Two Months from the Cirkar, made Diſburſements according to his own Pleaſure; he had before cauſed the Sum of 7,400 Rupees, on Account of the Price of mine and my Paiſhcar's Kellauts, to be carried to account, and now continually ſends a Man to demand from me 4,300 and odd Rupees, as a Balance of the Price of Kellauts, and conſtantly preſſes me to take it from the Amount of the Salaries of the Officers of the Adawlat and Phouzdarry, and ſend it to him; and I ſhall be under the Neceſſity of complying. I mention this for your Information.’

“ The Governor General's Letter to the Nabob, dated the 10th of October 1778, contains a Repreſentation ſo pointed, and ſo very juſt, of the fatal Effects which had attended the Nabob's interfering in the Adminiſtration of Juſtice, that I ſhall inſert it intire, but without any Comment; in fact, it ſpeaks too plainly to require one.

‘ At your Excellency's Requeſt, I ſent Sudder ul Hoe Khan to take on him the Adminiſtration of the Affairs of the Audaulut and Phouſdarry, and hoped, by that Means, not only to have given Satisfaction to your Excellency, but that through his Abilities and Experience theſe Affairs would have been conducted in ſuch Manner as to have ſecured the Peace of the Country, and the Happineſs of the People; and it is with the greateſt Concern I learn that this Meaſure is ſo far from being attended with the expected Advantages, that the Affairs, both of the Phouſdarry and Audaulut, are in the greateſt Confuſion imaginable; and daily Robberies and Murders are perpetrated throughout the Country.’

‘ This is evidently owing to the Want of a proper Authority in the Perſon appointed to ſuperintend them: I therefore addreſſed your Excellency on the Importance and Delicacy of the Affairs in queſtion, and of the Neceſſity of lodging full Power in the Hands of the Perſon choſen to adminiſter them; in reply to which your Excellency expreſſed Sentiments coincident with mine; notwithſtanding which, your Dependants and People, actuated by ſelfiſh and avaricious Views, have, by their Interferenee, ſo impeded the Buſineſs, as to throw the whole Country into a State of Confuſion, from which nothing can retrieve it but an unlimited Power lodged in the Hands of the Superintendant. I therefore requeſt that your Excellency will give the ſtricteſt Injunctions to all your Dependants, not to interfere in any Manner with any Matter relative to the Affairs of the Adaulut and Phouzdarry, and that you will yourſelf relinquiſh all Interference therein, and leave them entirely to the Management of Sudder ul Hoe Khan. This is abſolutely neceſſary to reſtore the Country to a State of Tranquillity, and if your Excellency has any Plan to propoſe for the Management of the Affairs in future, be pleaſed to communicate it to me, and every Attention ſhall be paid to give your Excellency Satisfaction; in the mean Time I have given Directions to Sudder ul Hoe Khan to take the ſole Management of them into his own Hands, and to apply aſſiduouſly to the Reſtoration of Tranquility and good Order in the Country; and I muſt requeſt that your Excellency will confirm them

‘ by ſimilar Orders to him, otherwiſe a Meaſure which I adopted at your Excellency’s Requeſt, ‘ and with a View to your Satisfaction and the Benefit of the Country, will be attended with ‘ quite contrary Effects, and bring Diſcredit on me.’

“ From the preceding Correſpondence I think it appears beyond Diſpute, that the Nabob himſelf has hitherto been a mere Cypher through the whole Tranſaction, or rather an Inſtrument in the Hands of Munny Begum, and others employed by * them and for their Purpoſes only, to accompliſh the Removal of Mahomud Reza Cawn: That theſe People have made a moſt dangerous and iniquitous Uſe of the Nabob’s Name and Authority while they had both at their Diſpoſal, and that the Governor General himſelf was convinced that the Interference of the Nabob, or of thoſe who acted for him in the Affairs of the Nizamut, had been attended with the moſt ruinous Conſequences, which he accordingly endeavoured to obviate, by directing him not to concern himſelf in any Shape in the Conduct of the Buſineſs intruſted to the Naib Soubadar.

* Sic in Orig

“ With reſpect to the Nabob I ſhall only obſerve, that his Letters involve him in a very diſgraceful Dilemma; if * could believe it poſſible, that freely, and of his own mere Motion, he could recommend, ‘ That Munny Begum ſhould take on herſelf the Management of the Affairs ‘ of the Nizamut without the Interference of any other Perſon;’ that he ſhould in one Letter deſire to conduct the Affairs of the Nizamut himſelf, and in the next, that a Naib ſhould be appointed to conduct them for him, I ſhould give little Credit to the Aſſertion with which theſe Requeſts are accompanied, viz. That he is not devoid of Underſtanding. He may arrive at Years of Maturity; but if at the Age of Twenty-one he does not perceive the Folly and Abſurdity of ſuch Propoſitions and ſuch Contradictions, I ſhould deſpair of his ever arriving at Years of Diſcretion. On the other Hand, if theſe Letters are written for him, which I am thoroughly ſatiſfied is the Caſe; if he has no Will of his own, and if the Rights and Authorities demanded in his Name are in reality to devolve to Munny Begum, to her chief Eunuch, and to the other Perſons of whoſe Miſconduct the late Naib Soubadar made ſo many Complaints to the Governor, what Opinion are we to entertain of his Excellency’s Underſtanding and Veracity? or on what Ground can we commit the Management of ſuch important Affairs to a young Man ſo dependant on Munny Begum, and evidently ſo incapable of judging or acting for himſelf?

* Sic in Orig.

“ I now proceed to the laſt Orders of the Court of Directors. They conſider the whole Subject in the ſame Light that I do; they acknowledge no Right of Inheritance in the Nabob; they underſtand every oſtenſible Acceſſion to his Power as a real one to that of Munny Begum; they deem it for the Welfare of the Country that the Office of Naib Subadar ſhould be continued; and they poſitively direct us forthwith to ſignify to the Nabob their Pleaſure, that Mahomed Reza Cawn be immediately reſtored to it.

“ But notwithſtanding they had a thorough Knowledge of the Facts, and were perfectly acquainted with all the Characters, they certainly were not aware of the Poſſibility of ſuch a Caſe as now exiſts, or they would have provided againſt it; they did not foreſee that their poſitive Orders would not be enforced by this Government, or that ſuch Orders would be diſobeyed.

“ When they read the Nabob’s late Letters, the falſe and frivolous Pretences on which he ventures to counteract and defeat an Arrangement which the Company have deemed neceſſary for the Welfare of the Country, will aſtoniſh them no leſs than our Acquieſcence in ſuch Pretences.

“ Firſt he ſays, ‘ That he had formerly written to the Governor that he had no further Occaſion ‘ for a Naib, and would himſelf conduct his own Affairs;’ and he aſſerts, ‘ that ſince the Diſmiſſion ‘ of Mahomed Reza Cawn to the preſent Time, the Buſineſs had been conducted under his ‘ own immediate Direction.’ Is it poſſible he ſhould forget, that in conſequence of Sudder ul Hoe Cawn’s Appointment, the Governor had expreſsly required him not to interfere; and that the Nabob had thereupon relinquiſhed all Concern with the Affairs of the Phouzdarry and Adaulut, and left the entire Management of them in the Hands of the Naib? In his next Letter, he talks of the Rights of his deceaſed Father as well as his own, as if the Office of Nazim were hereditary.

“ He talks of his Claims on the Company as if he held by ſome other Title than their Friendſhip and Protection; or as if either he or his Father had any Right in the Subadary beyond what they derived from the voluntary Acts of the Company, or of their Repreſentatives. He ſays, he never will admit Mahomed Reza Cawn to poſſeſs any Degree of Authority in his Family; and that as Sudder ul Hoe Khan is dead, he ſhall take upon himſelf the Management of the Buſineſs. In his laſt Letter he obſerves that Mahommud Reza Cawn was at firſt appointed on account of his the Nabob’s tender Age, which required the Aſſiſtance of a Naib; forgetting not only that a Naib Subbadar was appointed, and the Office executed without Objections, during the Government of his Predeceſſors, but that he himſelf had ſubmitted, about a Year ago, to the Appointment of Sudder ul Hoe Khan, and that the letter* continued to execute his ſeveral Offices till his Death, with Powers totally and unavowedly independant of the Nabob. He forgets, or perhaps he does not know, that the Treaty of March 1770, by which alone his Rights, whatever they may be, were created, provides for the Appointment of a Naib of the Provinces, to be inveſted with the Management of Affairs; and that this Naib was appointed at the Inſtance of the Governor and the Gentlemen of the Council. In the ſame Letter the Nabob declares, that he adminiſters the Affairs of the Nizamut by his own Au-

* Sic in Orig.

thority, and ſhall do ſo; and that he never can, on any Account, agree to the Appointment of Mahomed Reza Cawn to the Naib Soubaſhip.

" The Governor General's Letter of the 10th October 1778, will ſhew the Company not only in what Manner this important Buſineſs is likely to be conducted, and what Opinion the Governor General himſelf entertains of the Nabob's Capacity, but, that neither were his ſuppoſed Rights and the Maturity of his Age attended to at that Time, nor his perſonal Inclinations conſulted; notwithſtanding all his Claims to the Phouſdarry and Adaulut, the Governor's Pleaſure diveſted him of both, and left him without an Option.—Theſe, however, are not the Firſt and immediate Objects of Conſideration; a new and unexpected Queſtion is now before us. The Company's Orders are diſobeyed on pretended Principles, which ſuppoſe the Exiſtence of an Authority in theſe Provinces, independant of the Authority of Great Britain over them.

" That of the Court of Directors is the only Medium by which the Subjection of Bengal to Great Britain is held and ſecured; in Oppoſition to it, the Nabob declares that he acts by his own Authority, and ſhall continue to do ſo.

" I do not know what Name the Law will give to Diſobedience of the Company's Orders by this Board, or whether ſuch Diſobedience, directly avowed by ourſelves, would not be leſs criminal, and in its Conſequences leſs dangerous, than under the Form which it now aſſumes; but every Man muſt ſee which Way the preſent Example leads, and what Uſe may be made of it. If ſome vigorous Meaſure be not immediately taken by the Company to diſarm the Nabob of all Means of Reſiſtance, or at leaſt to deter him from attempting it again, their Dominion over Bengal is not ſecure. I am ſorry this inexperienced young Man ſhould have been ſo unhappily adviſed: He does not know on what dangerous Ground he treads: He forgets himſelf too groſsly when he diſobeys the Company's poſitive Orders, and in the ſame Breadth * tells the Governor General ' you are the Maſter, and my Patron, and I can take no Meaſure without firſt communicating it to you.'

* Sic in Orig.

" The Company will conſider, whether this avowed Diſtinction between them and their local Repreſentative, be not ſomething more than diſreſpectful; or whether their Injunctions would have been ſlighted if they had been accompanied by the uſual and proper Requiſition on the Part of the Governor General and Council, which I repeatedly recommended without Succeſs.

" Other and more alarming Reflections will naturally ſucceed.

" The oſtenſible Shadow of the Nabob's Authority may, in Time, find a Subſtance to ſupport it. If the Spirit of Party and Faction, which prevails through every Department of Government, and through every other Rank of Life, ſhould reach to the Sepoys, it would be a painful, but not a difficult Taſk, to count the few remaining Steps which lead, inevitably, from that State of Things to final Diſſolution. At whatever Diſtance that Danger may appear to be, yet if the Courſe we are in points directly to it, I truſt that the Wiſdom of the Company will not deem it unworthy of their inſtant Conſideration. The ſame Meaſures by which a great and imminent Miſchief might have been prevented, will not be ſufficient to correct or retrieve it.

" Mr. Francis.—I now move that it may be reſolved, that the preceding Letter from the Nabob is highly diſſatisfactory to the Board, and that the Governor General be requeſted to ſignify the ſame to him; and to demand, in our Name, his immediate Compliance with the Orders of the Company.

" Mr. Wheler.—I agree to the Motion.

" Mr. Barwell.—If any Advantage was ſtated to derive to the Company by controuling the Will of the Nabob, it might be a Queſtion with me how far the Occaſion would vindicate the Compulſion propoſed; but when no national Benefit can accrue, nor is ſtated, I cannot give my Aſſent to a very * acceptionable Meaſure.

* Sic in Orig.

" Governor General.—I ſhall take another Occaſion to deliver my Sentiments at large on the Subjects of this Motion. For the preſent I ſhall content myſelf with declaring, that I have gone to the utmoſt Lengths preſcribed to me by the Company's Orders and by my Senſe of my Duty, and that I will not go beyond them.

" Mr. Francis's Motion reſolved in the Negative. (a)

" Signed at the End of the Conſultation,

" Warren Haſtings,
Richard Barwell,
P. Francis,
Edward Wheler."

The Managers for the Commons ſtated, they would next produce another Order of the Court of Directors cenſuring the above Conduct of Mr. Haſtings, in a Letter bearing Date 27th May 1779, and then they would prove the Motives for the Reappointment of Munny Begum.

(a) Vide Appendix, N° CXXII.

The Counſel for the Defendant ſubmitted, whether this could apply to any Matter of Charge, more than the Evidence laſt read.

Read, from Book 44, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Calcutta in Bengal, dated 27th May 1779.

" Par. 36. In the 17th Paragraph of our Letter of the 4th of February 1779, we ſignified our Apprehenſion that the Removal of Mahomed Reza Khân was intended in order to bring forward Munny Begum: The Event has juſtified the Suppoſition; but having ordered Mahomed Reza Khân to be reſtored, and his Salary to commence on the Day of the Arrival of our Letter of the 4th of February, at Fort William; we now direct, and it is our poſitive Order, that the Salary of Seventy-eight thouſand Rupees per Annum, granted by you to Sudder ul Huck Khan; of Seventy-two thouſand Rupees per Annum granted to Rajah Goordaſs, as Naib of the Nizamut; and the Encreaſe or additional Amount of Seventy-two thouſand Rupees per Annum, granted to Munny Begum; alſo Thirty-ſix thouſand Rupees per Annum, added to the Allowance of Baboo Begum, be entirely ſtruck off and diſcontinued, from the Day of the Arrival of our ſaid Letter of the 4th February 1779; and that you do not, on any Account or Pretence whatever, make any additional Allowances or Payments to any of the above Perſons, or to any Perſon or Perſons to be employed in the Nabob's Houſehold or about his Perſon, or to tranſact the Affairs of his Excellency, contrary to the Letter and Spirit of theſe our Inſtructions.

Signed at the End of the Letter,

" George Cuming, W. Devaynes,
Henry Savage, L. Sulivan,
Samuel Peach, John Harriſon,
Charles Boddam, J. Purling,
Francis Baring, H. Fletcher,
J. Stables, John Michie,
George Tatem, J. Manſhip,
Joſ. Sparkes."

Read, from Book 48, already delivered in, the following Letter from Mr. Haſtings to the Nabob Mobarek ul Dowlah, beginning at Page 2 of the ſame Book.

" To the Nabob Mobarek ul Dowlah.

Written the 10th Feb. 1780.

" I have received your Letter, in which you inform me, &c. &c.

" The Company, whoſe Orders are peremptory, have directed that Mahomed Reza Cawn ſhall be reſtored to the Offices he held in January 1778. It is my Duty to repreſent this to your Excellency, and to recommend your Compliance with their Requeſt, that Mahomed Reza Cawn may be inveſted with the Offices aſſigned to him under the Nizamut by the Company.

" By the Letters lately arrived from England, I have received Directions to withdraw the Penſions which were aſſigned to Muney Begum and Baboo Begum in January 1778. By theſe Letters the Orders reſpecting Mahomed Reza Cawn are repeated; and I ſtrongly recommend to your Excellency to comply with every Part of them that depends upon you. Depend upon my Friendſhip for you, and be aſſured of my conſtant Regard for your Honour and your Welfare.

" For further Particulars, and a full Explanation upon every Point, I refer you to Sir John D'Oyly, who will deliver you this Letter.

Read, the following Extract from Mr. Haſtings's Defence before the Houſe of Commons, to the Charge intituled 'Mahomed Reza Cawn,' beginning at Page 542 of the MS.

" Sir John D'Oyley's Recital.

" I was appointed Reſident on the Reſignation of Mr. Byam Martin, in the Month of January 1780, and took Charge about the Beginning of February of the ſame Year.

" The Subſtance of the Inſtructions I received was to endeavour by every Means in my Power to conciliate the good Opinion and Regard of the Nabob and his Family, that I might be able to perſuade him to adopt effectual Meaſures for the better Regulation of his Expences, which were underſtood to have greatly exceeded his Income; that I might prevent his forming improper Connections, or taking any Steps derogatory to his Rank; and, by every Means in my Power, ſupport his Credit and Dignity in the Eyes of the World; and with reſpect to the various Branches of his Family, I was inſtructed to endeavour to put a Stop to the Diſſenſions which had too frequently prevailed amongſt them. The Nabob, on his Part, was recommended to pay the ſame Attention to my Advice as he would have done to that of the Governor General in Perſon.

" Some time (I think) in the Month of February of the ſame Year, I received a Letter from Mr. Haſtings, purporting that the critical Situation of Affairs requiring the Union, and utmoſt Exertion of every Member of the Government, to give Vigour to the Acts neceſſary for its Relief, he had agreed to an Accommodation with Mr. Francis; but to effect this Point, he had been under the Neceſſity of making ſome painful Sacrifices, and particularly that of the Reſtoration of Mahomed Reza Khan to the Office of Naib Soubah, a Meaſure which he knew muſt be highly diſagreeable to the Nabob, and which nothing but the urgent Neceſſity of the Caſe ſhould have led him to acquieſce in; that he relied on me to ſtate all theſe Circumſtances, in the moſt forcible Manner, to the Nabob; and to urge his Compliance, aſſuring him that it ſhould not continue longer than until the next Advices were received from the Court of Directors.

* Sic in Orig.

" Never did I experience a more diſagreeable a* Taſk; ſo reluctant was the Nabob to concur, and ſuch Indignation did he expreſs at being again ſubjected to ſo diſagreeable a Situation, that I more than Once deſpaired of Succeſs, and apprehended that he would, as he threatened, repair to Calcutta, and appeal perſonally to the Juſtice of the Council; and nothing, I am perſuaded, would have induced him to acquieſce but my Aſſurances to him, on the Part of the Governor General, that it was only a temporary Meaſure abſolutely neceſſary for the Welfare of the State, and ſhould be done away as ſoon as that Neceſſity was removed. The Letter, which contained the Nabob's Acquieſcence, will prove how much he felt himſelf injured by it.

" Mahomed Reza Khan was accordingly reinſtated in all his Offices, and the Nabob again reduced to the Situation of a mere Cypher. He was then 23 Years of Age.

" About the Month of June 1781, Mr. Haſtings being then at Moorſhedabad, communicated to me his Intention of performing his Promiſe to the Nabob, by reſtoring him to the Management of his own Affairs; and at the ſame Time gave me Inſtructions, with the Concurrence of the Nabob, to make a minute Inveſtigation into the Nabob's Accounts, and to concert with him a Plan for the Reduction of his Expences within his Income; he alſo drew up certain Articles of Inſtruction for the Nabob's Conduct, and the Management of his Affairs. This Change was by no Means agreeable to me, as I was ſenſible it drew on me a great Weight of Reſponſibility; and that the Reform which I had engaged to uſe my Endeavours to bring about, would not only be a laborious and arduous Undertaking, but ſubject me to the Enmity of all thoſe who muſt ſuffer by it. I however undertook it, and the Nabob, at my Requeſt, did order his Accountants to furniſh me with whatever Papers I ſhould call for. Theſe were very voluminous, and I found, on Inveſtigation, that his Diſburſements exceeded his Stipend about Three Lacks of Rupees per Annum. I ſet about to form a Plan of Reduction, and requeſted of the Nabob to do the ſame; and when both were finiſhed we compared them, and from both, by mutual Agreement, fixed all his Expences on ſuch a Footing as to come within his Income; doubtleſs this occaſioned great Diſtreſs to many, but the Nabob ſoon found the Benefit, in being enabled to live much better than he had ever done before.

" During the Adminiſtration of Mahomed Reza Khan it had been a conſtant Subject of Complaint from him, and of Repreſentation to the Nabob from me, that many of thoſe of whom he made Companions, were Perſons neither intitled by their Rank in Life, or by the Goodneſs of their Characters, to ſuch a Diſtinction; and indeed they frequently led him into very improper and diſgraceful Acts: Alſo, that many Europeans made it a Practice to viſit the Nabob, in Hopes of receiving Preſents from him; and, to my Knowledge, ſeveral European Servants had intruded themſelves into the Nabob's Company as Gentlemen, and, through his Ignorance, had been treated as ſuch by him. Theſe Circumſtances I repreſented to the Governor General, who made it a Point with the Nabob to avoid it in future, by informing himſelf, from me, of the different Characters who were deſirous of viſiting him. To this he chearfully agreed; and I never once objected to any Perſon, in the Character of a Gentleman, viſiting the Nabob. He was pleaſed alſo to remove from about his Perſon the other Parties complained of.

" The Nabob did actually diſavow and declare, with a moſt ſolemn Oath, that he never authorized any Perſon whatever to make an Offer to give up any Part of his Stipend; and never did I ſee Expreſſion of Aſtoniſhment painted in the Countenance of any Perſon more ſtrongly than in that of the Nabob when he firſt heard it; his Remark was, 'How is it poſſible to ſuppoſe ſuch 'an Idea could ever be entertained, when I am already ſo much ſtraitened by the Inadequacy of 'my Income to my Diſburſements, and have been continually applying for Relief from my Dif'ficulties.' He was ſo enraged at the Circumſtance, as to baniſh the Perſon from his Preſence."

The Managers for the Commons ſtated, that they would next prove, that Mr. Haſtings, in diſobeying the Company's Orders, and again removing Mahomed Reza Cawn, did it under Pretence of the Nabob's Liberty, whereas in Fact it was to put him under the Management of Sir John D'Oyley; for which Purpoſe they deſired that an Extract of a Conſultation of the 6th July 1781, might be read.

The Counſel for the Defendant repeated the ſame Ground of Objection.

The Managers for the Commons being heard in Anſwer to the Objection, the Counſel were aſked, whether they did or did not conſent that the Paper ſhould be read?

The Counſel for the Defendant anſwered, that they conſidered the Evidence offered as entirely foreign to the Charge; if, however, the Managers deſired it to be read, they might read it.

Read, from Book 36, already delivered in, the following Extract of a Conſultation of the 6th July 1781, beginning at Page 63 of the ſame Book.

"Fort William, 6th July 1781.

Secret Dept. Friday.

At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
and Edward Wheler Eſquire.
Lieutenant General Sir Eyre Coote abſent on Command at Fort Saint George.

Governor General's Minute and Accompaniment.

"The Governor General reports to the Board, that a Perſon of the Name of Meerza Muſeta is lately arrived at the Preſidency, charged with a confidential Commiſſion from the Nabob Mobareck ul Dowla, which is contained in the accompanying Papers; and he requeſts that they may be taken into immediate Conſideration, and a Deciſion paſſed upon them before his Departure.

"The Requiſition made by the Nabob, as the Inference from his Papers, is, that he may be permitted to diſpoſe of his own Stipend, without being made to depend upon the Will of another. We have been ſo much in the Habit of calling him a Minor, that the Denomination ſeems to have grown into a confirmed Opinion with the Length of Time which has advanced him to the Years of Maturity. He is now arrived at that Time of Life when a Man may be ſuppoſed capable, if ever, of managing his own Concerns. He is near Twenty-ſix Years of Age, and is the Father of Eight Children; and, as I am informed, his Underſtanding is much improved of late by an Attention to his Education; theſe are Circumſtances which give him a Claim to the uncontrouled Exerciſe of domeſtic Authority, unleſs it is intended to keep him in a State of perpetual Pupilage. It may reaſonably be ſuppoſed that he will pay greater Regard to a juſt Oeconomy in his own Family than has been obſerved by Muzuffer Jung, who is an Alien to it, or by his Sons, to whom he has committed the principal Management of the Nabob's Houſehold, and who, in Years and Experience, are inferior to him, and in Capacity not his Superiors.

"The Governor General, for theſe Reaſons, recommends it to the Board, that the Nabob Mobareck ul Dowla be entruſted with the excluſive and entire Receipts and Diſburſements of his Stipend, and the uncontrouled Management and Regulation of his Houſehold:

"That Muzuffer Jung be immediately diveſted of the Office of Comptroller, or Superintendant of the Nabob's Houſehold, and of all Authority and Interference therein, and that he be required to deliver over to the Reſident of this Government at the Durbar the Accounts of that Office, who is to be inſtructed to demand them, and to ſee them clearly and finally adjuſted with the Nabob.

"Although the Governor General has propoſed this Alteration in Favour of the Nabob generally, he is aware that ſo ſudden and unlimited a Diſpoſal of a large Revenue may at firſt encourage a Spirit of Diſſipation in the Nabob, which it may be neceſſary to guard againſt, and which will be beſt effected by a mild but firm Interpoſition from our Government. For this Purpoſe, if the Board ſhould approve of it, the Governor General will, on his Arrival at the City, endeavour to obtain the Nabob's Conſent for eſtabliſhing ſuch a Plan for the Regulation and equal Diſtribution of his Expences as ſhall be adapted to the diſſimilar Appearances of preſerving his Intereſts and his Independence at the ſame Time. (a)

W. H.

"Signed at the End of the Conſultation,

Warren Haſtings,
Edwd Wheler."

(a) Vide Appendix, Nº CXXIII.

Read, the following Extract of a Conſultation of the 20th July 1781, beginning at Page 147 of the ſame Book.

" Fort William, 20th July 1781.

Secret Dep.
Friday.

" At a Council; Preſent,
Edward Wheler Eſquire;
The Honourable the Governor General abſent on a Viſit to the Northern Provinces;
Lieutenant General Sir Eyre Coote, abſent on Service at Fort St. George.

" Heads of Inſtructions from the Governor General to the Nabob Mobarek ul Dowlah, reſpecting his Conduct for the Management of his Affairs.

" 9th. Theſe I make the Conditions of the Compliance which the Governor General and Council have yielded to your late Requiſition. It is but juſt that you ſhould poſſeſs what is your acknowledged Right: But their Intention would be defeated, and you would be in a worſe Situation, if you were to be left a Prey, without a Guide, until you have acquired Experience, which, to the Strength and Goodneſs of your Underſtanding, will be the Work of but a ſhort Period, to the Rapacity, Frauds, and Artifices of Mankind. You have offered to give up the Sum of Four Lacks of Rupees, to be allowed the free Uſe of the Remainder of your Stipend: This we have refuſed, becauſe it would be contrary to Juſtice. You ſhould conſider this as a Proof of the Sincerity of the above Arrangements which have been recommended to you, and of their Expediency to your real Intereſts; and your Attention to them will be a Means of reconciling the Company to the Reſolution which we have taken, and which will be reported to them in a Light very hurtful both to you and to us, if an improper Effect ſhould attend it. Theſe I have ordered Sir John D'Oyley to read in your Preſence, and to explain them to you, that no Part of them may eſcape your Notice; and he has my poſitive Orders to remonſtrate to you againſt every Departure from them.

" Upon all theſe Occaſions I hope and expect that you will give him a particular and cordial Attention, and regard what he ſhall ſay, as if ſaid by myſelf; for I know him to be a Perſon of the ſtricteſt Honour and Integrity. I have a perfect Reliance on him; and you cannot have a more attached or more diſintereſted Counſellor. Although I deſire to receive your Letters frequently, yet as many Matters will occur which cannot ſo eaſily be explained by Letters as by Converſation, I deſire that you will, on ſuch Occaſions, give your Orders to him reſpecting ſuch Points as you may deſire to have imparted to me; and I, poſtponing every other Concern, will give you an immediate, and the moſt ſatisfactory Reply concerning them. (a)

" Signed at the End of the Conſultation,

Edw$^{d.}$ Wheler."

To prove the further Support given by Mr. Haſtings to the Munny Begum, the Managers for the Commons deſired that a Letter from Mr. Haſtings to the Court of Directors, dated 3d Nov. 1783, and written without the Knowledge of his Colleagues, might be read.

The ſame was accordingly read from Book 113, already delivered in.

" To the Honourable Court of Directors of the Honourable United Eaſt India Company.

" Fort William, 3d Nov. 1783.

" Honourable Sirs,

" I humbly and earneſtly ſolicit your favourable Attention to the encloſed Letter addreſſed to me for the Purpoſe, as I underſtand, of a Reference to your Honourable Court from Munney Beegum, the principal Widow of the Nabob Meer Mohummud Jaffer Khawn, and once the Directreſs of his Houſehold. This Introduction to your Notice I have frequently promiſed to give to her Claims, and I reluctantly yield to the Obligation which her preſent Solicitation, grounded on my Engagement, impoſes on me, to preſent them at a Time which, on many Accounts, I fear may prove unpropitious to them; but the Preſſure of ſevere Neceſſity will not always wait the Delays which Policy may recommend for the better Aſſurance of Succeſs, and many Years of her Life have elapſed ſince ſhe firſt looked to your Juſtice and Benevolence for the Alleviation of her Sufferings. Theſe are not to be conceived by thoſe who have not a near Acquaintance with the Modes of Female Life in thoſe Countries where the Religion of Mahomed prevails, and among Women of the moſt elevated Rank; her's is of that Eſtimation in theſe Provinces. Her Education, and the Confidence of her deceaſed Huſband, were the Cauſes of her being placed, by his Appointment, in the Charge of his Family. How ſhe was removed from it her Letter mentions, but delicately ſuppreſſes the Indignities which attended her Privation of Authority. You, Honourable Sirs, will eaſily turn to their Place on our Records, and will remember, without any Reference, the general Subject of them. You will alſo remember how, unfortunately for her Eaſe, Intereſt, and Dignity, I made her the Inſtrument of effecting the Regulations which formed the Subſtance of your Firſt Command to me on my Acceſſion to the Office of Preſident, under the former and ancient Syſtem of your Government. I hope I ſhall not tranſgreſs the Lines of Humility in claiming ſome Merit with your Honourable Court, and a Return yet due to me for the ſcrupulous and ſtudied Obedience which I paid to thoſe Commands. I was, by private Letters received at the ſame with them, aſſured that it was ſuſpected generally that I ſhould elude the Performance of them. I performed them moſt literally; and drew upon me by it a Hoſt of Enemies, ſupported even in the Place where my Fidelity merited a more generous Treatment. She too became the Victim of your Policy, and of the Reſentments which ſucceeded. Something too ſhe owed of the Source of her Misfortunes to the Belief of the Perſonal Gratitude which ſhe might entertain for the publick Attention which I had ſhewn to her. Yet, expoſed as ſhe was to a Treatment which a Ruffian would have ſhuddered at committing, and which no Recollection of paſt Enmities ſhall impell me to believe, even for a Moment, proceeded from any Commiſſion of Authority, ſhe ſtill maintained the Decorum of her Character; nor even then, nor before, nor ſince that Period, has the Malice of Calumny ever dared to breathe on her Reputation.

(a) Vide Appendix, N° CXXIV.

“ Pardon, Honourable Sirs, this Freedom of Expoſtulation. I muſt in honeſt Truth repeat that your Commands laid the Firſt Foundation of her Misfortunes. To your Equity ſhe has now Recourſe through me for their Alleviation, that ſhe may paſs the Remainder of her Life in a State which may at leaſt efface the Remembrance of the Years of her Affliction; and to your Humanity ſhe and an unſeen Multitude of the moſt helpleſs of her Sex cry for Subſiſtence.

“ It is proper to apprize your Honourable Court, that as this Addreſs is written without the Knowledge of the other Members of the Council, ſo neither ſhall I make any Communication to them of the Letter which it encloſes. I am now the only remaining Member of your Government, who was formerly a Party in the Diſſentions of which Munny Beegum was the Object, and perhaps the only one of the preſent Board who have any Knowledge either of her Pretenſions, or, if ſhe has any, of her Demerits. The Virtues of her Sex are ſuch as in their Nature depreſs their Poſſeſſors in Silence and Obſcurity, and ſome Years have paſſed ſince ſhe ceaſed to be an Object of Notice. Were I to bring her Claims at this Time before the Board, whether for the Purpoſe of requiring their effective Sentiments upon them, or ſimply for official Information, in either Caſe their Opinions if oppoſite to mine would be hoſtile to her, and become the Seeds of future and durable Prejudices in the Breaſts of thoſe who may ſoon become the Diſpoſers of her Fate; and to whom, if they ſucceed to the full Powers of my Office, I ſhould wiſh to bequeath the ſame Spirit of Kindneſs which I have ever felt and manifeſted to the Family of Jaffer Ally Cawn. On this Occaſion it will better become me to commit and avow an Informality, than by a more regular Conduct to involve an innocent and deſerving Perſon in the Hazard of future Evils.

“ I have the Honour to be,
Honourable Sirs,
Your moſt obedient and moſt faithful Servant,
Warren Haſtings.”

Then the Managers for the Commons deſired that an Extract of a Letter from Munny Begum to Mr. Haſtings might be read.

The Counſel for the Defendant deſired the Whole of the Letter might be read.

The ſame was accordingly read, from the ſame Book.

“ Tranſlation of Arzee from the Nabob Munney Begum, the Widow of the Nabob Meer Mohummud Jaffier Khawn, to the Governor General.

“ The uſual Introduction.

“ My Claims on the Company and the Rulers of this Country are too well known to require that I ſhould here enlarge on them. The Attachment of my Huſband, the Nabob Meer Mohummud Jaffier Khawn, to the Company, the Services which he rendered them, and his anxious Concern for their Proſperity, even from the Commencement of their Diſputes with Coſſim Ally Khawn to the Hour of his Death, are boundleſs, and ſuch as I ſhall not attempt to deſcribe; they are preſerved in the Records of the Company. During the Life of my Huſband, Jaffier Mohummud Khawn, and of our Son, Nujim ul Dowla, who by Favour of the Company was, according to the ancient Cuſtom of the Country, appointed Nazim of Bengal, with an eſtabliſhed Salary of Fifty-three Lacks, Eighty-ſix thouſand and one hundred thirty-one Rupees, I was the Miſtreſs of the Family, and uncontrouled in my Expences. I poſſeſſed, beſides, for my own ſole and ſeparate Benefit, the Management of ſeveral Khaſs Mahals, or Freehold Diſtricts, and other Lands of great Value. So long I continued exempt from every Hardſhip and Inconvenience. Afterwards, Seif ul Dowla ſucceeded to the Nizamut; his Salary was firſt ſettled at Forty-one Lacks, Eighty-ſix thouſand and one hundred thirty-one Rupees, but was ſoon afterwards reduced to Rupees Thirty-two Lacks. During his Time I continued at the Head of the Women, Relations and Dependants of the Two deceaſed Nabobs; and however fallen, continued to lead my Life in tolerable Eaſe. I comforted myſelf with the Conviction, that the Honourable Company, in due Attention to the Merits of Jaffier Mohummud Khawn, would never be negligent in promoting the Welfare of his Family. In his laſt Hours indeed he ſent for me, and aſſured me that his Merits with the Company were ſo well eſtabliſhed and acknowledged, that whilſt they ſhould continue the Rulers of this Country they would be the careful Guardians of his Honour and Family. And after both his Deceaſe and that of Nujim ul Dowla, Lord Clive came to my Houſe, and gave me ſimilar Aſſurances. He told me that though nothing could compenſate for the Loſs of the Two deceaſed Nabobs, yet that while the Company's Power in this Country continued, it ſhould be extended to the Care and Preſervation of the Honour and Family of the Nabob; and that the Gentlemen inveſted with the Government of this Country would always attend to me, and conſult my Welfare and Happineſs. So far his Aſſurances were verified, that during the Life of the Nabob Seif ul Dowla, neither I, nor the Women of the deceaſed Nabobs, who now depended on me, were ſubjected to any great Inconveniencies: In the Bengal Year 1179, when the Stipend of the Nizamut was ſettled at Sixteen Lacks of Rupees, you viſited the City: Alarmed by ſo great a Deduction of the Salary, I laid before you the Circumſtances and Situation of our Family, and repreſented to you the Numbers who depended on me for Subſiſtence: As you were early and intimately acquainted with the Circumſtances of our Houſe, you attentively conſidered my Situation, and with a benignant Regard to my Eaſe and Dignity were pleaſed to grant me a Salary of One Lack forty thouſand Rupees, excluſive of the Sum of Sixteen Lacks which had been ſettled as the Stipend of the Nizamut. From thence I was enabled with whatever Difficulty to ſubſiſt myſelf, and to furniſh a bare Support, if nothing more, to the numerous and honourable Relations of the Two deceaſed Nabobs. In the Bengal Year 1182, when the new Gentlemen arrived from England, great Contentions aroſe between the Members of Council, and in the Conſequences of theſe were unhappily involved many of the Natives of this Country. Though no Offence had been imputed to me, yet becauſe in Attention to the Deſerts of Meer Jaffier, you like your Predeceſſors were pleaſed to favour me with your Protection, the new Gentlemen in the Month of Jeit 1182, annulled my Salary. So conſiderable a Deduction from what was before only a bare Subſiſtence, reduced us, notwithſtanding the Rights which we poſſeſſed, to a State of extreme Diſtreſs; unable to provide for the many Relations and Dependants who looked up to me for Support, I frequently repreſented my Afflictions to you. You comforted me with Promiſes of Aſſiſtance. Relying on theſe, and never doubting that you would kindly conſider my wretched Situation, I have, by borrowing, and by the Sale of my Effects, thus long contrived to ſubſiſt myſelf, and ſupport my Relations and Dependants; but the accumulated Diſtreſſes which I ſuffer from the Importunities of my Creditors, and the Difficulties under which I labour, are now beyond all Bounds. I have not the Means to ſatisfy the one, or Power to bear the other. Affliction ſeems to threaten a Period to my Days. It is incumbent upon all the Engliſh Gentlemen, but, above all, upon you, who, on the Part of the King, the Company, and the Engliſh Nation, are the Governor of this Country, and the Diſtributor of Juſtice to all who demand it, to conſider with Compaſſion our Situation. If you will not attend to us, who will? Who, beſides yourſelf, can afford us Relief? Conſider, that this large Family of helpleſs Women are poſſeſſed of Honour, and the Relations of the deceaſed Nabob. They are not Servants whom I can diſmiſs. If, which God forbid, I ſhould not be enabled to ſupport the Family, and they ſhould be obliged to ſeparate, conſider the Diſgrace and Obloquy which will be proclaimed by ſuch an Event through all the Cities of Hindoſtan. As on the Part of the King of England and the Company, you are the Poſſeſſor and the Ruler of this Country, we call on you with uplifted Hands for Juſtice, and humbly hope that, in due Conſideration of our manifold Claims, and in Attention to the Honour and Happineſs of our Houſe, which is One of the moſt diſtinguiſhed in Hindoſtan, you will be graciouſly pleaſed to reſtore to me the yearly Allowance of One Lack forty thouſand Rupees as it was before ſettled on me, that ſo I may free myſelf from the Importunities of my Creditors, and, proportioning my Mode of Life to my Circumſtances, may paſs the Remainder of it in Prayers for the Welfare of the Company, &c."

The Counſel for the Defendant deſired the Witneſs, Mr. Hudſon, who produced the above Book, might be aſked,

Q. Whether the Eaſt India Company did any Thing in Conſequence of the before-mentioned Recommendation of the Munny Begum by Mr. Haſtings to their Notice when they ſent their Diſpatches to Bengal?

A. There were Letters in conſequence, in which theſe Letters were referred to.

Q. Was that ſo?

A. Yes.

The Managers for the Commons ſtated, they would next prove the Allowance made to the Munny Begum, and the Baboo Begum.

Read, the following Extract, from the Appendix to a Conſultation of the 11th June 1787, beginning at Page 134 of an unbound Book, without a Title.

"Fort William, 11th June 1787.

At a Council; Preſent,

The Right Honourable Charles Earl Cornwallis, K. B. Governor General, Preſident; and
The Honourable Charles Stuart.
Sir John Macpherſon Baronet, abſent from the Preſidency;
John Shore Eſquire, indiſpoſed.

"Appendix to Conſultation 11th June 1787. Nizamut Eſtabliſhment.

Penſions.

	Monthly.	Annually.
Munny Begum — — — — —	10,000	
Baboo Dº — — — — —	8,000 (a).	

"Signed at the End of the Conſultation,

Cornwallis.
Chaˢ Stuart."

To prove the Occupation of the Munny Begum, and what other Reſources ſhe had,

Read, from a Book intituled, "Bengal Board of Revenue," the following Extract of a Letter from Mr. Pott to Mr. Shore, dated 7th September 1787.

"Fort William, the 7th September 1787.

"At a Meeting of the Board of Revenue; Preſent,
Thomas Graham Eſquire, acting Preſident.
Meſſieurs { John Mackenzie, Richard Johnſon, } Members.
The Preſident, and Meſſrs. Cowper and Evelyn, abſent.
Mr. James Grant, Chief Sheriſtadar, &c. abſent.
The Roy Royan, abſent.

"Diſappointed in his Expectations, he has, by every poſſible Means, thrown every Impediment, Trouble, and Vexation, in the Way of my executing my Duty. Of the Two Years and Eight Months I have held the Office, he has not, altogether, reſided on the Spot Four, nor ever been of the ſmalleſt Uſe to me; but has conſtantly abſented himſelf, either to Calcutta, or ſome Foreign Settlement, where, leagued with a Man named Gopee Sircar, formerly employed by Mr. Martin in the Cuſtom Department, but turned out with Ignominy for the moſt fraudulent Conduct; a Banyan of Sir John Doyley's; one Fauldar, convicted of Frauds in the Nezamut to the Amount of near Three Lacks of Rupees, and diſmiſſed; one Roy Maniek Chund, a Moonſhy of the Munny Begum's; and one Boze Rauje, a diſgraced and degraded Vakeel of the Cuyer Rice Merchants, lately diſmiſſed their Service in conſequence of having uſed their Names in Petitions preſented to the Right Honourable the Governor General, and to your Board, complaining of the Parchuttra Dowgah, for which he never had their Authority, but which he perſevered in doing in Oppoſition to their repeated Orders.

"From theſe Men, Gentlemen, I have, for a conſiderable Time, near Two Years, experienced every Impediment that Art and Cunning could deviſe. Threats, Promiſes, Bribes, have all been employed; and at this Hour every Gunge has its Emiſſaries from this Babab, to induce frivolous and unjuſt Complaints; and by Threats, ſuch as the Diſpleaſure of Mr. Addiſon, who is immediately to be appointed my Superceſſor; the being ſummoned down to the Preſidency; the being forced to take Oaths; the being ſtripped of their Employment; with every other Artifice to extort from them Letters of this Kind, are daily ſent by this Goſſee Sircar from Calcutta to all the principal Men of the Gunges, and my Darogah, a Man who for Seventeen Years has held the Office, a Man of unreproached Character, and perfectly acquainted with the Duties of the invidious and unpleaſant Office, fearful that at laſt this Babab will prevail againſt him ſpight of his irreproachable Conduct, to the Ruin of his Character, is deſirous of quitting an Office of conſtant unremitting Toil, Labour, and Altercation; the Reward for which, he fears, will be Diſgrace and Shame.

"I have long borne, Gentlemen, with this cruel Treatment, without preſuming to ſubmit it to you; and perhaps ſhould now remain ſilent, if a very conſiderable Part of the Honourable Company's Revenue was not endangered by it.

(a) Vide Appendix, Nº CXXV.

“ Roy Manick Chund, the Begum's Moonſhy, is lately arrived here, from a long Reſidence in Calcutta, in Quality of her Vackeel, and has had Influence with her to induce her to refuſe Payment of the Duty on Spirits, in which Article ſhe is the largeſt Dealer in this Diviſion, as indeed ſhe is in every Species of Trade. The Conſequence has been, I this Day received a verbal Meſſage from Muzuffer Jung, informing me “ that he ſhould pay the Duty in the ſame Mode as the Munny Begum,” having previouſly ordered my Peons away from his Gunges. The Dewan Soonder Sing has, on the Part of His Highneſs the Nawab, alſo refuſed, though hitherto regularly paid; and Repreſentations from Goordaſs's Family, Meer Sidoo, and the principal People of the City, who engroſs the Whole of the Trade, pointing out how unjuſt it is that they ſhould pay what the Begum, &c. refuſe. Roy Manick Chund's Malevolence towards my Darogah, is evident in the Letter he has made the Munny Begum write; and his Object is, adding by any Means to the Clamour he, Mr. Addiſon, Goſſee Sircar, and the Booſe Rajah, had endeavoured to excite againſt my Darogah.” (a)

Read, further Extract from the ſame Letter.

“ I beg leave to remark, Gentlemen, that though the Bhegum is pleaſed, in the foregoing, to ſtyle her Mahals Lackeruge, and ſo very repeatedly to remark that they are, and ever have been, exempt from all Duties, Taxes, &c.—yet the Fact is diametrically oppoſite. They have ever paid every Duty, &c. other Gunges pay, and till now ſhe has even paid the one in Queſtion on Arrack; ſhe has the Five largeſt Gunges in the Diviſion, and of every Sort of Trade and Traffick carried on in the City, ſhe and her Dependants engroſs by much the moſt conſiderable Proportion. Were her Gunges, Hummars, Bazars, and Mahals exempt from Duties, I fancy few Ryats and Beoparries would frequent any other.” (b)

(Signed) R. Pott,
C. G. C.

And at the End of the Conſultation,

Tho^{s} Graham,
John Mackenzie,
R^{d} Johnſon.”

To ſhew in what Manner Mr. Haſtings was ſtimulated by the other Members of the Board to make a Defence to this Charge of Bribery,

Read, from Book 7, already delivered in, the following Extract of a Conſultation of the 22d of April 1775, beginning at Page 1892 of the ſame Book.

“ Fort William, the 22d of April 1775.

Sec. Dept.
Saturday.

“ At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Lieutenant General John Clavering,
The Honourable George Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

“ Fort William, the 21ſt March 1775.

Mr. Francis
ſingly.

“ Mr. Francis.—The Governor General, in his Minute of the 13th inſtant, has been pleaſed to paſs a very ſevere Judgement upon my Conduct, in laying before the Board a Letter delivered to me by Maha Raja Nundcomar, and addreſſed to the Governor and Council. He affirms that it is not a Duty belonging to my Office to convey a Letter, of which the Contents were unknown to me, and that if they were falſe, I ran the Hazard of preſenting a Libel to the Board. In pronouncing this Sentence againſt me, our common Judges may perhaps be of Opinion that the Governor General himſelf has tranſgreſſed the Line of his Duty, and aſſumed an Authority which does not belong to his Perſon, or to his Station: He is undoubtedly my Superior, as he often tells us; but he is certainly not my Judge. Yet, conſcious of the Rectitude of my Intentions, however I may have been miſtaken in Point of Judgment, there is no Tribunal at which my Character and Conduct can be fairly tried, to which I am not at all Times ready to ſubmit.

“ With reſpect to Raja Nundcomar's Letter, I muſt remind the Board that it was introduced with a previous Minute, in which I mentioned by what Means it came into my Hands, and the Perſon from whom I received it. The Governor General, who had long expected the Appearance of ſuch a Letter, and was apprized of the Contents of it, made no Objection however to its being received and read at the Board. When the Man who advances a ſpecific Charge, declares himſelf ready to come forward and ſupport it, and to hazard the Conſequences of failing in his Proofs, it may ſtill indeed be preſumed that the Charge is falſe; but it does not partake of the Nature of a Libel. A Libeller advances Charges which he does not intend, or is unable to make good; when called upon to appear and produce his Evidence, he ſhelters himſelf ſometimes in the Obſcurity, ſometimes in the Superiority of his Situation, and leaves the Accuſation without an Accuſer, to operate as far as it can in the Opinions of Men, againſt the Honour and Reputation of the Party accuſed. Raja Nundcomar is not an obſcure Perſon in this Country, nor does he in this Inſtance act the Part of a Libeller. He is himſelf of very high Rank. He publickly accuſes the Governor General of Miſconduct in his Office, and deſires to be heard in Perſon in Support of his Charge. Let it be ſuppoſed that I was particularly acquainted with the Contents of the Letter. My Superiors will determine whether, conſiſtently with my Duty, or even with the perſonal Reſpect I owe the Governor General, I could have refuſed to bring ſuch an Accuſation to an immediate Examination. If hereafter a ſimilar Charge ſhould be produced againſt myſelf, and previouſly communicated to any Member of this Council, I ſhall hope and expect it, from his Candour and Juſtice, that he will not only bring the Accuſation but the Accuſer immediately before the Board. Nothing but the Conſciouſneſs of Guilt can ever make me ſhrink from a publick Examination of my Conduct. The true Dignity of my Character and Office will, as I conceive, be moſt effectually ſupported by meeting my Accuſer in Front, and proving my Innocence. A direct and publick Charge is brought againſt the Governor General; he deems it unworthy of his Dignity to vindicate his Reputation. I am not his Accuſer, nor do I deſire to be his Judge (*a*)."

(a) Vide Appendix, N° CXXVI.

(b) Vide Appendix, ibid.

(Signed) " P. Francis.

(Signed at the End of the Conſultation)

" Warren Haſtings,
J. Clavering,
Geo. Monſon,
Rich^{d}. Barwell,
P. Francis."

Read, from Book 179, already delivered in, the following Extract of a Minute of General Clavering, Colonel Monſon, and Mr. Francis, of the 15th of Sept. 1775.

" Fort William, 15th Sept. 1775.

" Minute from General Clavering, Colonel Monſon, and Mr. Francis.

" Par. 2. The Governor General accuſes us of attacking him with Declamation and Invective; yet from the firſt Outſet of the Differences between us, he has not ceaſed to attribute every one of thoſe Meaſures which we thought it our public Duty to purſue, and which we do not doubt will ſtand the Teſt of a Parliamentary Enquiry, to a premeditated Deſign to drive him from the Government. A Man who, on all Occaſions, permits himſelf to aſcribe our Conduct to ſo baſe a Motive as the ſole immediate Purpoſe of working his Overthrow, would have no Title to complain of any Terms in which we might think fit to retort ſuch injurious Treatment. But although we have his own Example to plead, we do not admit that we have followed it.

" The Proofs produced againſt him, both poſitive and preſumptive, are too ſtrong to require the Aſſiſtance of Declamation; and whatever Emotions the Whole, or any Part of his Conduct, might excite in us, they are certainly unmixed with any perſonal Reſentment, which alone would give Birth to Invectives.

" 3. Mr. Haſtings ſays, it is an Inſult on his Situation to ſuppoſe that it requires Courage in any Man to declare openly againſt his Adminiſtration. After the Proſecution ſo obſtinately continued againſt Mr. Fowke, until a Verdict could be obtained againſt him, notwithſtanding he had been honourably acquitted at his Firſt Trial for the ſame Charge, and after the Death of Nundcomar, the Governor, we believe, is well aſſured, that no Man who regards his own Safety will venture to ſtand forth as his Accuſer.

" 12. In ſtating the Evidence brought before the Board of his receiving near a Moiety of the late Fouzdar of Hougly's Salary, he takes no Notice of the Two Letters from the Fouzdar himſelf, by which the Charge is ſupported. Without theſe Letters, the Authenticity of which was not diſputed by the Fouzdar, we ſhould have given but little Credit to the Evidence of the Perſon who produced them.—Mr. Haſtings does not deny the Fact, nor has he in this, or in the Caſe of the ſpecific Charge brought againſt him by Nundcomar, ever ventured to plead Not Guilty. Provided

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(*a*) Vide ſupra Appendix, N° CVI. Page 455.

he can ſecure himſelf from Conviction in a Court of Law, he ſeems to care very little what the Court of Directors or the World may think of him.

“ 13. He ſeems very ready, however, to appeal to the Knowledge or Opinion of Gentlemen who have gone from this Country, or who have Connections here, for Teſtimonials in his Favour.—We will not ſubmit our Cauſe to ſuch a Tribunal at a Criſis like that which is probably approaching. He has Reaſon enough to expect that a conſiderable Part of what is commonly termed the India Intereſt, will be united to ſupport him.—Whether we ſhall be ſupported or not in the Execution of the heavy Taſk aſſigned us, is, with Reſpect to ourſelves, a Queſtion of perfect Indifference. Let the Deciſion at Home be what it may, it cannot but be attended with ſome perſonal Advantage to us; if we are continued in the Adminiſtration of this Government, our Principles and Conduct muſt be honoured with the Approbation of our Superiors:—If not, we ſhall feel no Reluctance in quitting a Country in which the ſtricteſt Execution of the moſt painful and laborious Duties ſerves only to harraſs and diſtreſs us, without offering us the Proſpect of any proportionate Acknowlegement of our Services.

“ 14. In Anſwer to every Thing the Governor General has ſaid upon the Subject of the Diſmiſſion of Mony Begum, we content ourſelves with obſerving, that it was not an Operation of ſuch mighty and pompous Importance as he makes it: She is not the Nabob's Mother: She is not by Birth a Woman of any Rank, but originally, as we are informed, a Slave and a Dancing Girl. We conſider her merely as an Inſtrument in the Governor's Hand to diſpoſe of the Nabob's Revenue as he might think proper. His committing the Guardianſhip of the Nabob to a weak Woman, as he calls her in another Place, is not to be accounted for on any other Principle.—In this Country, ſtill more than in any other, a Woman is particularly diſqualified for ſuch an Office. We affirm alſo, that her Appointment was in direct Oppoſition to the Orders of the Court of Directors, contained in their Letter of the 5th of Auguſt 1771. They order the Governor and Council to ſubſtitute ſome Perſon in the Place of Mahomed Reza Cawn, who might be well qualified for the Affairs of Government, and to recommend him to the Nabob to be Miniſter of the Government, and Guardian of the Nabob's Minority. Inſtead of obeying theſe judicious Orders, Mr. Haſtings and his Council divided the Office, and the Salary annexed to it, among Three Perſons; the Firſt, a weak Woman, incapable, in this Country, of any active Employment; we believe there never was an Inſtance in India of ſuch a Truſt ſo diſpoſed of. The Second, Rajah Goordaſs, whom Mr. Haſtings now calls a young Man of mean Abilities, a Gentoo, and the Son of Rajah Nundcomar. The Third, Rajah Bullub, whoſe Youth and Inexperience evidently made it impoſſible that he ſhould be fit for ſuch an Office as that of Roy Royan; in the Hands of the Governor General he may be a convenient Inſtrument. By this State of the whole Tranſaction it appears, that the Firſt Meaſure of Mr. Haſtings's Government was a direct Diſobedience of the Company's Orders.

“ 15. Our Appointment of Rajah Goordaſs was temporary; we had no Choice but between him and the Nabob's Mother. As for Mony Begum, the preſent Diſtreſſes of the Nabob and his Family, the Clamours of his Creditors, and the mean and diſhonourable State in which he was kept, ſufficiently ſhow what Care ſhe took of his Revenues, and in what Manner they were diſpoſed of. Her Care of his Education ſtands much upon the ſame Footing; while ſhe was deſtroying his Fortune, it is not likely that ſhe ſhould attend to the Cultivation of his Mind; nor do we conceive it poſſible that ſhe could be qualified for ſuch a Truſt. The Accounts brought down by Mr. James Grant are under Examination. The Over-payment of near 14 Lacks, on Account of the Nabob's Penſion in the Year 1772, is admitted by Mr. Haſtings as a material Error. The Nabob's preſent Debts, contracted during the Guardianſhip of the Begum, are ſuppoſed to amount to Nine Lacks. If any Regard had been paid to the Company's Orders of Auguſt 1771, which direct that the Miniſter at the Durbar ſhould deliver annually to the Board a regular and exact Account of the Application of the ſeveral Sums paid by the Company to the Nabob, ſuch Waſte and Embezzlement could not have happened; but on the other Hand, ſome Gentlemen who appear to have profited by the Begum's Bounty, would have been precluded from One of the principal Sources of their Emoluments.

“ 20. We now proceed to the Governor's Minute of the 30th July. He aſſerts, that the Begum was compelled to deliver a Paper to Mr. Goring, containing an Account of Two Sums, of a Lack and a Half each, given to Mr. Middleton and the Governor. We pay no Regard to that private Information from which the Governor collects his Accounts of Mr. Goring's ſuppoſed ill Treatment of the Begum. We do not believe that any Compulſion was uſed with her to induce her to make this Diſcovery. If there was, let him prove it. The Court of Directors will ſee that on her mentioning an Intention to come to Calcutta, ſhe had immediate Permiſſion given her to remove to this Town, or to any other Part of the Provinces. We confeſs it appears very extraordinary that Mr. Haſtings ſhould employ ſo much Time and Labour to ſhew that the Diſcoveries againſt him have been obtained by improper Means, but that he ſhould take no Step whatſoever to invalidate the Truth of them; he does not deny the Receipt of the Money. The Begum's Anſwers to the Queſtions put to her at his own Deſire, make it impoſſible that he ſhould deny it. It ſeems he has formed ſome Plan of Defence againſt this and ſimilar Charges, which he thinks will avail him in a Court of Juſtice, and which it would be imprudent in him to anticipate at this Time. If he has not received the Money, we ſee no Reaſon for ſuch a guarded and cautious Method of Proceeding. An innocent Man would take a ſhorter and eaſier Courſe. He would voluntarily exculpate himſelf by his Oath.

"21ſt. The Governor quotes Part of a Letter from Nunid Roy. If he had given the Whole of it, the Court of Directors would ſee that it contains an Account of 7 Lacks of Rupees diſtributed among Gentlemen in the Company's Service out of the Nabob's Treaſury.

"29. The Governor's pathetic Repreſentation of the Tyranny exercised by Mr. Goring over the Begum, the Nabob, and their Servants, has not a ſingle Fact or Proof to ſupport it. Suppoſing the Neceſſity of diſmiſſing the Begum, of which we are every Day more and more convinced, we know not how ſuch a Meaſure could be conducted with greater Mildneſs and Moderation. The Remainder of the Governor's Minute is in the ſame Style of Declamation. We have made no Authoritative Demands on the Supreme Court of Judicature, nor propoſed any enſnaring Queſtions to them; neither have we reduced the Nabob and his Houſehold to a State of Servitude. On the contrary, we have relieved him from the vileſt Dependence upon the Caprices of a Woman who waſted his Fortune, neglected his Education, and denied him not only every Indulgence, but even the common Neceſſaries to ſupport an Appearance equal to his Rank (a).

(Signed at the End)

"J. Clavering,
Geo. Monſon,
P. Francis."

Read, from the ſame Book, the following Extract of Mr. Haſtings's Anſwer to the above Obſervations.

☞ [Obſervations on the Minute of General Clavering, Colonel Monſon, and Mr. Francis, dated 15th Sept. 1775.

I ſhall reply to each Paragraph of this Minute ſeparately.

2. Requires no Reply.

3. This merits none.] ☜

§ ("4. I have declared on Oath before the Supreme Court of Juſtice, that I neither adviſed nor "encouraged the Proſecution of Maha Rajah Nundcomar. It would have ill become the Firſt Ma-"giſtrate in the Settlement to have employed his Influence either to promote or diſſuade it.") §

☞ [12, 13, 14, 15. Theſe require no Reply.

20, 21. Theſe require no Reply.

29. This requires no Reply.] ☜

The Managers for the Commons ſtated, they would next call Mr. Goring, to prove that the Confeſſions of the Munny Begum, ſaid to be extorted from her by him, were not extorted.

Mr. GORING was accordingly called in.

The Managers for the Commons being aſked what Queſtion they propoſed, ſaid, they would firſt aſk,

Q. Whether the Witneſs was not ſent by Publick Commiſſion to Murſhedabad?

The Counſel for the Defendant obſerved, that if there was any ſuch Commiſſion, it ought to be produced.

The Managers for the Commons being aſked what other Queſtion they propoſed, ſaid, the Drift of the Queſtions they propoſed to aſk the Witneſs, was to ſhew that there had been no improper Treatment uſed by him towards the Begum, to induce her to write any of the Papers in Evidence before the Houſe.

The Houſe informed the Managers for the Commons, that in the common and ordinary Courſe of Evidence, a Witneſs was always underſtood to have conducted himſelf fairly till ſome Imputation was thrown upon him; if any ſuch Imputation ſhould be made, then would be the Time to repel it.

The Managers for the Commons ſtated, that there was in Evidence a Letter from Mr. Haſtings, in which he ſtated that the Munny Begum had received Treatment which would diſgrace a Ruffian, and that Imputation they could prove to be falſe and groundleſs.

(a) Vide Appendix, N° CXXVII.

The Counſel for the Defendant objected that the Letter alluded to, ſuch as it was, had been given in Evidence by the Managers for the Commons themſelves.

The Houſe informed the Managers for the Commons, that the Queſtion propoſed by them to be put to the Witneſs, as taken down, was as follows:

Whether the Witneſs uſed any coercive Behaviour to the Munny Begum, to draw from her any of the Letters read in Evidence?

Then the Houſe adjourned to the Chamber of Parliament.

Die Mercurii, 8° Julii 1789.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid;

" Gentlemen, Managers for the Houſe of Commons, and you, Gentlemen, who are of Counſel for the Defendant, the Lords have reſolved, That the Queſtion propoſed to be aſked the Witneſs by the Managers for the Commons, ought not to be put.—Gentlemen, Managers for the Commons, you may proceed to make good your Charge."

The Managers for the Commons acquainted the Houſe, that they had finiſhed their Evidence upon this Part of the Sixth Article of Charge.

Then the Houſe adjourned to the Chamber of Parliament.

Die Martis, 16° *Februarii* 1790.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Managers for the Commons, they might proceed to make good their Charge.

Mr. Anſtruther was heard to open the remaining Part of the Sixth Article of Charge, and alſo Part of the Seventh Article.

Then the Houſe adjourned to the Chamber of Parliament.

Die Jovis, 18° *Februarii* 1790.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Managers for the Commons, they might proceed with their Evidence.

The Managers for the Commons ſtated, that the Firſt Piece of Evidence which they ſhould proceed to lay before the Houſe, was a Letter from Mr. Haſtings to the Court of Directors, dated the 29th of November 1780; which, though it purported to be a Letter of Diſcovery of a Receipt of Preſents, was of a direct contrary Tendency.

Then Mr. ROBERT HUDSON was called in, and produced Book 29, before delivered in.

Read, the following Extract, being a Letter from Mr. Haſtings to the Honourable Court of Directors of the Honourable United Eaſt India Company, dated Fort William, 29th November 1780.

« Fort William, 29th November 1780.

« To the Honourable the Court of Directors of the Honourable the United Eaſt India Company.

« Honourable Sirs,

« You will be informed by our Conſultations of the 26th of June, of a very unuſual Tender which was made by me to the Board on that Day, for the Purpoſe of indemnifying the Company for the extraordinary Expence which might be incurred, by ſupplying the Detachment under the Command of Major Carnac, in the Invaſion of the Maratta Dominions, which lay beyond the Diſtrict of Gohid; and drawing the Attention of Mahdajee Sindia, to whom that Country immediately appertained, from General Goddard, while his was employed in the Reduction of Baſſeen, and in ſecuring the Conqueſts made by your Arms in Gujerat. I was deſirous to remove the only Objection which had been, or could oſtenſibly be made to the Meaſure which I had very much at Heart, as may be eaſily conceived from the Means which I took to effect it: For the Reaſons at large which induced me to propoſe that Diverſion, it will be ſufficient to refer to my Minute recommending it, and to the Letters received from General Goddard, near the ſame Period of Time. The Subject is now become obſolete, and all the fair Hopes which I had built upon the Proſecution of the Maratta War, of its Termination in a ſpeedy, honourable, and advantageous Peace, have been blaſted by the dreadful Calamities which have befallen your Arms in the Dependencies of your Preſidency of Fort St. George, and changed the Object of our Purſuit from the Aggrandizement of your Power to its Preſervation.

“ My preſent Reaſon for reverting to my own Conduct, on the Occaſion which I have mentioned, is to obviate the falſe Concluſions or propoſed Miſrepreſentations, which may be made of it, either as an Artifice of Oſtentation, or as the Effect of corrupt Influence, by aſſuring you that the Money, by whatever Means it came into your Poſſeſſion, was not my own, that I had myſelf no Right to it, nor would or could have received it, but for the Occaſion which prompted me to avail myſelf of the accidental Means, which were at that Inſtant afforded me, of accepting and converting it to the Property and Uſe of the Company, and with this brief Apology I ſhall diſmiſs the Subject.

“ Something of Affinity to this Anecdote may appear in the firſt Aſpect of another Tranſaction, which I ſhall proceed to relate, and of which it is more immediately my Duty to inform you: You will have been adviſed by repeated Addreſſes of this Government, of the Arrival of an Army at Cultac, under the Command * Chimnajee Booſla, the Second Son of Moodajee Booſla, the Raja of Berar.

* Deeſt in Orig.

“ The Origin and Deſtination of this Force have been largely explained and detailed in the Correſpondence of the Government of Berar, and in various Parts of our Conſultations. The minute Relation of theſe would exceed the Bounds of a Letter: I ſhall therefore confine myſelf to the principal Fact. About the Middle of the laſt Year, a Plan of Confederacy was formed by the Nabob Nizam Ally Cawn, by which it was propoſed, that while the Army of the Marattas, under the Command of Mahdajee Sindia, and Tuckoojee Hoolkar, was employed to check the Operations of General Goddard in the Weſt of India; Hyder Ally Cawn ſhould invade the Carnatic, Moodajee Booſla the Provinces of Bengal, and he himſelf the Sircars of Rajamundry and Chicacole.

“ The Government of Berar was required to accept the Part aſſigned it in this Combination, and to march a large Body of Troops immediately into Bengal. To enforce the Requeſt on the Part of the ruling Member of the Maratta State, Menaces of inſtant Hoſtility by the combined Forces were added by Mahdajee Sindia, Tuckoojee Hoolkar, and Nizam Ally Cawn, in Letters written by them to Moodajee Booſla on the Occaſion. He was not in a State to ſuſtain the Brunt of ſo formidable a League, and oſtenſibly yielded; ſuch at leaſt was the Turn which he gave to his acquieſcence, in his Letters to me; and his ſubſequent Conduct has juſtified his Profeſſions. I was early and progreſſively acquainted by him with the Requiſition, and with the Meaſures which were intended to be taken, and which were taken by him upon it. The Army profeſſedly deſtined for Bengal marched on the Duſſerra of the laſt Year, correſponding with the 7th of October. Inſtead of taking the direct Courſe to Bahar, which had been preſcribed, it proceeded, by various Deviations and ſtudied Delays, to Cultac, where it arrived late in May laſt, having performed a practicable journey of Three Months in Seven, and concluded it at the inſtant Commencement of the Rains, which of courſe would preclude its Operations, and afford the Government of Berar a further Interval of Five Months to provide for the Part which it would then be compelled to chuſe. In the mean Time Letters were continually written by the Rajah and his Miniſter to this Government, explanatory of their Situation and Motives, propoſing their Mediation and Guarantee for a Peace and Alliance with the Peſhwa, and profeſſing, without Solicitation on our Part, the moſt friendly Diſpoſition towards us, and the moſt determined Reſolution to maintain it.

Conformably to theſe Aſſurances, and the Acceptance of a Propoſal made by Moodagee Booſla, to depute his Miniſter to Bengal, for the Purpoſe of negociating and concluding the propoſed Treaty of Peace; Application had been made to the Peſhwa for Credentials to the ſame Effect. In the mean Time the fatal News arrived of the Defeat of your Army at Conjeveram.—It now became neceſſary that every other Object ſhould give Place, or be made ſubſervient to the Preſervation of the Carnatic; nor would the Meaſures requiſite for that End admit an Inſtant of Delay.—Peace with the Marattas was the firſt Object.—To conciliate their Alliance, and that of every other Power in natural Enmity with Hyder Ally, the next inſtant Meaſures were taken (as our general Advices will inform you) to ſecure both theſe Points, and to employ the Government of Berar as the Channel and Inſtrument of accompliſhing them. It's Army ſtill lay on our Borders, and in Diſtreſs for a long Arrears of Pay, not leſs occaſioned by the Want of pecuniary Funds than a Stoppage of Communication. An Application had been made to us for a Supply of Money, and the Sum ſpecified for the complete Relief of the Army was Sixteen Lacks.—We had neither Money to ſpare, nor in the apparent State of that Government in it's Relation to our's would it have been either prudent or conſiſtent with our public Credit to have afforded it.—It was nevertheleſs my decided Opinion, that ſome Aid ſhould be given, not leſs as a neceſſary Relief than as an Indication of Confidence, and a Return for the many Inſtances of ſubſtantial Kindneſs, which we had within the Courſe of the laſt Two Years experienced from the Government of Berar.—I had an Aſſurance that ſuch a Propoſal would receive the Acquieſcence of the Board; but I knew that it would not paſs without Oppoſition, and it would have become public, which might have

20th Sept. 1780.

defeated its Purpoſe.—Convinced of the Neceſſity of the Expedient, and aſſured of the Sincerity of the Government of Berar from Evidences of ſtronger Proof to me than I could make them appear to the other Members of the Board—I reſolved to adopt it, and take the entire Reſponſibility of it upon myſelf.—In this mode a leſs conſiderable Sum would ſuffice. I accordingly cauſed Three Lacks of Rupees to be delivered to the Miniſter of the Rajah of Berar, reſident in Calcutta.—He has tranſmitted it to Cultac.—Two Thirds of this Sum I have raiſed by own Credit, and ſhall charge it in my official Accounts. The other Third I have ſupplied from the Caſh in my Hands belonging to the Honourable Company. I have given due Notice to Moodajee Booſla of this Tranſaction, and explained it to have been a private Act of my own, unknown to the other Members of the Council. I have given him Expectations of the Remainder of the Amount required for the Arrears of his Army, proportioned to the Extent to which he may put it in my Power to propoſe it as a public Gratuity, by his effectual Orders for the Recall of theſe Troops, or for their Junction with ours.

" I hope I ſhall receive your Approbation of what I have done for your Service, and your Indulgence for the Length of this Narrative, which I could not compriſe within a narrower Compaſs.

I have the Honor to be,
Honourable Sirs,
Your moſt faithful, obedient, and humble Servant,
Warren Haſtings."

The Managers for the Commons ſtated, they ſhould next proceed to ſhew that the Letter laſt produced was written at the Time Mr. Francis was leaving Bengal.

The Witneſs produced Book 79, intituled, " Bengal Council."

Read, the following Extract of a Conſultation of the 2d November 1780, beginning at Page 651 of the ſame Book.

" Fort William, 2d November 1780.

" At a Council; Preſent, Pub. Dept. Thurſday.
The Honourable Warren Haſtings, Governor General, Preſident;
Philip Francis, }
Edward Wheler, } Eſquires."
Lieutenant General Sir Eyre Coote K. B. abſent on Service.

" Mr. Francis.—As I propoſe to return to England in the courſe of the preſent Seaſon, it will be a Convenience to me, in the Settlement of my Affairs here, if the Board will be pleaſed to give Orders that my Salary for the Months of October, November, and December, may be now iſſued to me; I therefore requeſt an Order may be ſent to the Treaſury for this Purpoſe.

Signed, " P. Francis."

(No Signature at the End.)

The Managers for the Commons ſtated, they ſhould next proceed to falſify the before-mentioned Letter of the 29th of November 1780, in all its Parts; for which Purpoſe they would firſt produce a Secret Conſultation of the 9th of January, 1781, from whence it would appear, that that Part of the Letter in which it was ſtated by Mr. Haſtings, " that Two Thirds of the Sum therein mentioned was raiſed on his own Credit, and " that he ſhould charge it in his Official Accounts;" and that " the other Third he " had ſupplied from Caſh in his Hands belonging to the Company," was not true.

Read, from Book 54, already delivered in, the following Extract of a Secret Conſultation of the 9th of January 1781, beginning at Page 24 of the ſame Book.

" Fort William, 9th January 1781.

" At a Council; Preſent, Secret Dept. Tueſday.
The Honourable Warren Haſtings, Governor General, Preſident;
Edward Wheler Eſquire,
Lieutenant General Sir Eyre Coote, abſent on Command at the Preſidency of Fort St. George.

" The following Letter from the Governor General having been circulated, and the Requeſt therein made complied with, an Order on the Treaſury paſſed accordingly.

" Honourable Sir, and Sirs, Gov. Gen.

" Having had Occaſion to diſburſe the Sum of Three Lacks of Sicca Rupees, on Account of Secret Services, which having been advanced from my own own * private Caſh; I requeſt that the ſame may be repaid to me in the following Manner: * Sic in Orig.

" A Bond

" A Bond to be granted me upon the Terms of the Second Loan, bearing Date from the 1ſt October, for One Lack of Sicca Rupees.

" A Bond to be granted me upon the Terms of the Firſt Loan, bearing Date from the 1ſt October, for One Lack of Sicca Rupees.

" A Bond to be granted me upon the Terms of the Firſt Loan, bearing Date from the 2d October, for One Lack of Sicca Rupees.

" I have the Honour to be,
&c. &c.
" Warren Haſtings.

" Fort William,
5th January 1781.

" No Signature at the End of the Conſultation."

The Managers for the Commons ſtated, they ſhould next proceed to ſhew that Mr. Haſtings took that to himſelf, which in his Letter of the 29th of November before produced, he ſtated to belong to the Company.

The Witneſs produced a Paper indorſed as follows:

" Duplicate.
" Calcutta, 5th Auguſt 1786.

" Letter from William Larkins Eſquire, Accountant General at Bengal, to the Chairman of the Eaſt India Company.

" Read in Court, 9th March 1787."

Read, the following Extract from the ſame.

" Duplicate.

" To William Devaynes Eſquire, Chairman, or to the Chairman for the Time being, of the Honourable the Court of Directors of the United Company of Merchants of England trading to the Eaſt Indies."

" Although the Two firſt ſtated Sums are, in the Paper marked N° 1, aſſerted to have been paid to Mr. Croftes on 18th and 19th Aſſin 1187, which correſponds with the 1ſt and 2d November 1780, yet the Copy of the Bengal Running Treaſury Account, which is now in England, will not be found to contain any ſuch Sums as received from Mr. Haſtings under theſe Dates, becauſe theſe, together with another Sum of Sicca Rupees One Lac, which were taken from his own Caſh at that Time, made up the firſt Supply that was ſent to the Marrattah Army under Chimnajee Booſla, which the Sub-Treaſurer could not bring to Account, until he was authoriſed by an expreſs Order of Council upon the Treaſury for that Purpoſe, which was not granted until 5th January 1781, after which, viz. on 15th of that Month, the Head of Secret Service was debited for the Amount of that Supply, and the Head of Money borrowed at Intereſt 1780, credited for theſe Sums, for which the Bonds N° 1539, dated 1ſt October 1780, and N° 1540, dated 2d October 1780, each for the Sum of Current Rupees 1,16,000, or Siccas One Lac, were granted; the Remainder of that Amount was carried to the Credit of the Head of Four per Cent. Remittance Loan; Mr. Haſtings having taken a Bond, N° 89, which has been ſince completely liquidated conformable to the Terms of that Loan.

" (Signed at the End) Wm Larkins." (a)

" Calcutta, 5th Aug. 1786.

The Managers for the Commons informed the Houſe, they would next proceed to ſhew that One Third of the Sum, originally ſtated by Mr. Haſtings to belong to the Company, was actually paid to Mr. Haſtings's Attorney:—That the Bonds were turned into Bills; and that they ſhould now therefore produce the Bills themſelves; for which Purpoſe they deſired Mr. Parker might be called in.

Mr. PARKER was accordingly called in, and being ſworn, was examined as follows:

Q. What Office are you in?
A. A Clerk in the Treaſury Office of the Eaſt India Company.

Q. What have you in your Hand?
A. Five India Bills, drawn at Fort William in Bengal, and paid in England.

The Witneſs delivered in the Bills, the ſame were read, and are as follow:

132.

" To the Committee of the Treaſury.

You may pleaſe to pay to Meſſrs. John Woodman, William Waller, and Francis Sykes, or Order, Two thouſand five hundred and ninety-eight Pounds, Eight Shillings, in full for a

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(a) Vide ſupra Appendix, N° XLIX.

Firſt Bill of Exchange, drawn from Fort William, 1ſt December 1783; Value Rupees 25,984, at 2 s. per Rupee; accepted here per Order of Court, and take a Diſcharge.—£. 2,598 : 8 s.

J. B.

" London, the 12th December 1785.
82 Nº 5.

Thomas Woodruff.

" T. G. L. Due 10th December. 444."

" 10 Dec. (33

" Firſt, Nº 132.

" Fort William, the Firſt Day of December 1783. For Pounds Sterling 2,598 : 8 s. or Current Rupees 25,984, at 2 s. and 365 Days Sight.

" At Three hundred and ſixty-five Days Sight of this our Firſt of Exchange (Second and Third of ſame Tenor and Date not being paid), pay, or cauſe to be paid, unto John Woodman, William Waller, and Francis Sykes, or Order, the Sum of Pounds Sterling Two thouſand five hundred and ninety-eight and Eight Shillings, the ſame being for Current Rupees Twenty-five thouſand nine hundred and eighty-four, (at the Exchange of Two Shillings Sterling per Current Rupee), in Satiſfaction for One-fifth Part of the Principal of a Bond, Nº 89, for Current Rupees One hundred and ſixteen thouſand, granted to the Honourable Warren Haſtings Eſquire, on Account of the Remittance Loan at Four per Cent. per Annum, and for the Intereſt ariſing on Three-fifths of the ſaid Principal, from the Firſt of December 1782, to the preſent Date, as per Advice from,

" Honourable,
Your faithful humble Servants,
Warren Haſtings,
Edwd Wheler,
John Macpherſon,
John Stables.

" To the Honourable the Court of Directors for Affairs of the Honourable United Company of Merchants of England trading to the Eaſt Indies,
London.

~~" Accepted, by Order of the ſaid Court, from the 7th December 1784.~~
~~Thos Morton,~~
~~Secry.~~

" Examined,
Jas Miller,
Sub Accompt.

10 Decr.

Indorſed on the Back as follows:

" Fras Sykes,
Wm Waller,
John Woodman.

" Recd for Meſſrs Crofts, Devaynes, & Co.

R. Barwick."

B. 1,000 : 0
1,000 : 0
300 : 0
100 : 0
100 : 0
50 : 0
40 : 0
8 : 8
2,598 : 8

" To the Committee of the Treaſury.

" You may pleaſe to pay to John Woodman, William Waller, and Francis Sykes, or Order, Two thouſand eight hundred and ſixty-one Pounds Six Shillings and Eight-pence, in full for a Firſt Bill of Exchange, drawn from Fort William, the 1ſt December 1781, Value Rupees 28,613 : 5 : 4, at 2 s.; accepted here per Order of Court, and take a Diſcharge. } £. 2,861 : 6 : 8

Exd. J. H.

" London, the 9th Auguſt, 1783.
C. Auburry.

92. 507. Goſling and Co.
W. H. due to Aub.

" Firſt. Nº 201.

" Fort William, the Firſt Day of December 1781, for Pounds Sterling 2,861 : 6 : 8—or Current Rupees 28,613 5 4, at 2 Shillings, and 365 Days Sight.

" At Three hundred and ſixty-five Days Sight of this our Firſt of Exchange, (Second and Third of ſame Tenor and Date not being paid), pay or cauſe to be paid unto John Woodman, William Waller, and Francis Sykes, or Order, the Sum of Pounds Sterling Two thouſand eight hundred and ſixty-one, Six Shillings and Eight-pence, the ſame being for Current Rupees Twenty-eight thouſand ſix hundred and thirteen, Five Annas, and Four Pice, (at the Exchange of Two Shillings Sterling per Current Rupee), in Satisfaction for the Intereſt and One Fifth Part of the Principal of a Bond N° 89, for Current Rupees One hundred and ſixteen thouſand, granted to the Honourable Warren Haſtings Eſq. on Account of the Remittance Loan, at 4 per Cent. per Annum, as per Advice of this Date from,

" Honourable,
Your faithful humble Servants,
Warren Haſtings,
Edwd Wheler,
John Macpherſon.

" To the Honourable the Court of Directors for Affairs of the Honourable United Company of Merchants of England trading to the Eaſt Indies,
London.

" Accepted, ~~by Order of the ſaid Court, from the 7th Auguſt 1782.~~
~~P. Michell, Secy.~~

" Examined,
Jas Miller,
Sub Accompt."

Indorſed on the Back as follows:

" Fras Sykes,
Wm Waller,
John Woodman.

" Received for
Meſſrs. Goſling,
Wm Ellis."

2861 : 6 : 8
6025 : 2 : 1
2200 : 0 : 0
1650 : 0 : 0
1927 : 6 : 9
14,663 : 15 : 6

10th Auguſt."

175.

" To the Committee of the Treaſury.

" You may pleaſe to pay to John Woodman, William Waller, and Francis Sykes, or Order, Two thouſand five hundred and five Pounds Twelve Shillings, in full for a Firſt Bill of Exchange drawn from Fort William, the 1ſt December 1784, Value Rupees 25,056, at 2 s. each; accepted here per Order of Court, and take a Diſcharge. — — } £. 2,505 : 12 s.

" London, the 26th July, 1786.
" J. Jordan."

141
J. J. Due 23d July, 1786. 349.

" Firſt. N° 175.

" Fort William, the 1ſt Day of December, 1784; for Pounds Sterling 2,505 : 12 s. or Current Rupees 25,056, at 2 s. and Three hundred and ſixty-five Days Sight.

" At Three hundred and ſixty-five Days Sight of this our Firſt of Exchange, (Second and Third of ſame Tenor and Date not being paid), pay, or cauſe to be paid, unto John Woodman, William Waller, and Francis Sykes, or Order, the Sum of Pounds Sterling Two thouſand five hundred and five and Twelve Shillings, the ſame being for Current Rupees Twenty-five thouſand and fifty-ſix, (at the Exchange of Two Shillings Sterling per Current Rupee), in Satisfaction for One Fifth Part of the Principal of a Bond, N° 89, for Current Rupees One hundred and ſixteen thouſand, granted to the Honourable Warren Haſtings Eſquire, on Account of the Remittance Loan, at Four per Cent. per Annum, and for the Intereſt ariſing on Two Fifths of the ſaid Principal from the 1ſt of December, 1783, to the preſent Date, as per Advice from,

" Honourable,
Your faithful humble Servants,
Warren Haſtings,
John Macpherſon,
John Stables.

" To the Honourable the Court of Directors for Affairs of the Honourable United Company of Merchants of England trading to the Eaſt Indies,
London.

" Accepted, ~~by Order of the ſaid Court, from the 20th July, 1785.~~
~~Thos Morton, Secy.~~

" Examined,
Jas Miller,
Sub. Accompt."

Indorſed on the Back as follows:

" Wm Waller,
Fras Sykes,
John Woodman.

2,505 12 :
1,080 : :

3,585 12 : Recd
Meſſrs. Goſling,
W. Ellis."

2 — 1000 B 2,000 : :
2 — 500 1,000 : :
331. 23d July, 86. 300 : :
200 : :
30 : :
40 : :
15 : :
: 12 :

3,585 12 :

164.

" To the Committee of the Treaſury.

" You may pleaſe to pay to John Woodman, William Waller, and Francis Sykes, Eſquires, or Order, Two thouſand eight hundred and twenty-five Pounds Fifteen Shillings and Twopence, in full for the Principal and Third or laſt Year's Intereſt of a 1ſt Bill of Exchange, drawn from Fort William, 1ſt December 1782, Value Rupees 26,912, at 2 s. each; accepted here per Order of Court, and take a Diſcharge.

" London, Principal — £. 2691 : 4 : 0
the 8th June 1787, One Year's Intereſt, at 5 per Cent. 134 : 11 : 2
J. Jordan. Exd W. B. £. 2825 : 15 : 2

251 671.
" P. S. D. Due 6th June 1787."

" Firſt. N° 164.

" Fort William, the Firſt Day of December 1782, for Pounds Sterling 2,691 : 4 s. or Current Rupees 26,912, at 2s. and 365 Days Sight.

" At Three hundred and ſixty-five Days Sight of this our Firſt of Exchange, (Second and Third of ſame Tenor and Date not being paid), pay or cauſe to be paid unto John Woodman, William Waller, and Francis Sykes, Eſqrs. or Order, the Sum of Pounds Sterling Two thouſand ſix hundred and ninety-one and Four Shillings, the ſame being for Current Rupees Twenty-ſix thouſand nine hundred and twelve, (at the Exchange of Two Shillings Sterling per Current Rupee), in Satisfaction for One-fifth Part of the Principal of a Bond N° 89, for Current Rupees One hundred and ſixteen thouſand, granted to the Honourable Warren Haſtings Eſquire, on account of the Remittance Loan at 4 per Cent. per Annum, and for the Intereſt ariſing on Four-fifths of the ſaid Principal, from the Firſt of December 1781 to the preſent Date, as per Advice from,

" Honourable,
Your faithful humble Servants,
Warren Haſtings,
John Macpherſon,
John Stables.

" To the Honourable the Court of Directors for Affairs of the Honourable United Company of Merchants of England trading to the Eaſt Indies,
London.

" Examined,
Jas Miller,
Sub Accompt.

" Accepted, by Order of the ſaid Court, to be paid in Four Years, from the 3d Day of June 1783, with Intereſt for the laſt Three Years, at the Rate of 5 per Cent. per Annum, to be paid annually, if demanded.
Thos Morton,
Secy.

" Warrant made, 1 Year's Intereſt,
22d June 1785. £. 134 : 11 : 2
Warrant made, 2 Ditto,
9th June 1786. 134 : 11 : 2

Indorſed on the Back as follows:

" Wm Waller,
Fr. Sykes,
John Woodman.

N° 5, P. 251.

“ Received 22d June 1785, at the Treaſury of the Eaſt India Company, the Sum of One hundred and thirty-four Pounds Eleven Shillings and Two-pence, the ſame being for One Year's Intereſt, due on the within mentioned Sum of Two thouſand ſix hundred and ninety-one Pounds and Four Shillings, the 5th inſtant, I ſay received the ſame for Sir Francis Sykes, Bart. William Waller Eſq. and Self.

£. 134 : 11 : 2 ℘ John Woodman.”

“ Received 9th June 1786, the Sum of One hundred and thirty-four Pounds Eleven Shillings and Two-pence, being the Second Year's Intereſt due on the within Bond the 5th inſtant, received the ſame for Sir Francis Sykes, Bart. William Waller Eſquire, and Self.

£. 134 : 11 : 2 ℘ John Woodman.”

“ Received the 8th June 1787, the Principal of the within Bill, and Intereſt thereon.

℘ John Woodman.”

180.

“ To the Committee of the Treaſury.

“ You may pleaſe to pay to Warren Haſtings Eſquire, or Order, Two thouſand four hundred and twelve Pounds Sixteen Shillings, in full for a Firſt Bill of Exchange, drawn from Fort William the 1ſt December 1785, Value Rupees 24,128, at 2 s. each; accepted here per Order of Court, and take a Diſcharge. £.2,412 : 16 : 0

“ Ex^{d} W. B.

“ London, the 28th May 1787.
Thomas Woodruff

153 482

“ C. B. Due 28th May 1787.”

“ 28 May. 64.
“ Firſt. N° 180.

“ Fort William, the 1ſt of December 1785. For Pounds Sterling 2,412 l. 16 s. or Current Rupees 24,128, at 2 s. and 365 Days Sight.

“ At Three hundred and ſixty-five Days Sight of this our Firſt of Exchange, (Second and Third of ſame Tenor and Date not being paid), pay, or cauſe to be paid, unto Warren Haſtings Eſquire, or Order, the Sum of Pounds Sterling Two thouſand four hundred and twelve, and Sixteen Shillings, the ſame being for Current Rupees Twenty-four thouſand one hundred and twenty-eight, (at the Exchange of Two Shillings Sterling per Current Rupee), in Satiſfaction for the Intereſt, and in full Diſcharge of the Principal of a Bond N° 89, for Current Rupees One hundred and ſixteen thouſand, granted to the Honourable Warren Haſtings Eſquire, on Account of the Remittance Loan, at Four per Cent. per Annum, as per Advice of this Date from,

“ Honourable,
Your faithful humble Servants,
John Macpherſon,
R. Sloper,
John Stables,
Cha^{s} Stuart.”

“ To the Honourable the Court of Directors for Affairs of the Honourable United Company of Merchants of England trading to the Eaſt Indies, London.

“ ~~Accepted, by Order of the ſaid Court, from the 25th May 1786.~~
~~Tho^{s} Morton, Sec^{y}.~~

“ Examined,
J. Cheaſs,
Sub Accompt. Gen.”

Indorſed on the Back as follows:
“ Warren Haſtings,
John Woodman.

“ Rec^{d}. for
Crofts & Co.
R. Barwick.”

Then the Witneſs was directed to withdraw.

The Managers for the Commons ſtated, they ſhould next produce a Letter written by the Court of Directors, diſapproving of the Nature of the above Tranſaction.

Read, from Book 42, already delivered in, the following Extracts of a Letter from the Court of Directors, dated the 25th January, 1782, to the Governor General and Council at Fort William in Bengal, beginning at Page 58 of the ſame Book.

Bengal.
Advances made by the Governor General.

Approved in Committee Correſpondence, 11th Jan. 1782.

Sent to Lords North and Hillſborough, 12th January 1782.

Par. 127. "We have received a Letter from our Governor General, dated the 29th of November 1780, relative to an unuſual Tender and Advance of Money, made by him to the Council, as entered on your Conſultation of the 26th of June, for the Purpoſe of indemnifying the Company from the extraordinary Charge which might be incurred by ſupplying the Detachment under the Command of Major Carnac, in the Invaſion of the Maratta Dominions which lay beyond the Diſtrict of Gohud, and thereby drawing the Attention of Mhadjee Scindia, to whom the Country appertained, from General Goddard, while the General was employed in the Reduction of Baſſein, and in ſecuring the Conqueſts made in the Guzerat Country: And alſo reſpecting the Sum of Three Lacs of Rupees, advanced by the Governor General for the Uſe of the Army under the Command of Chimnajee Booſla, without the Authority or Knowledge of the Council; with the Reaſons for taking theſe extraordinary Steps under the Circumſtances ſtated in his Letter.

Par. 128. "In regard to the Firſt of theſe Tranſactions, we readily conceive, that in the then State of the Council, the Governor General might be induced to temporary Secrecy, reſpecting the Members of the Board, not only becauſe he might be apprehenſive of Oppoſition to the propoſed Application of the Money, but, perhaps, becauſe Doubts might have ariſen concerning the Propriety of appropriating it to the Company's Uſe on any Account; but it does not appear to us that there could be any real Neceſſity for delaying to communicate to us immediate Information of the Channel by which the Money came into his Poſſeſſion, with a complete Illuſtration of the Cauſe or Cauſes of ſo extraordinary an Event.

Par. 129. Circumſtanced as Affairs were at the Moment, it appears that the Governor General had the Meaſure much at Heart, and judged it abſolutely neceſſary. The Means propoſed of defraying the extra Expence were very extraordinary; and the Money, as we conceive, muſt have come into his Hands by an unuſual Channel: and when more complete Information comes before us, we ſhall give our Sentiments fully upon the whole Tranſaction.

Par. 130. In regard to the Application of the Company's Money to the Army of Chimnajee Booſla, by the ſole Authority of the Governor General, he knew that it was entirely at his own Riſk, and he has taken the Reſponſibility upon himſelf; nothing but the moſt urgent Neceſſity could warrant the Meaſure; nor can any Thing ſhort of full Proof of ſuch Neceſſity, and of the Propriety and Utility of the extraordinary Step taken on this Occaſion, entitle the Governor General to the Approbation of the Court of Directors; and therefore, as in the former Inſtance relative to the Sum advanced and paid into our Treaſury, we muſt alſo for the preſent ſuſpend our Judgment reſpecting the Money ſent to the Berar Army, without approving it in the leaſt Degree, or proceeding to cenſure our Governor General for this Tranſaction.

Signed, at the End of the Letter,

Thos Parry,
Tho. Cheap,
John Hunter,
John Smith,
John Harriſon,
L. Darell, junr
Jno Townſon.
L. Sulivan,
Willm James,
Jno Woodhouſe,
John Roberts,
John Manſhip,
W. G. Freeman,
W. Benſley,

The Counſel for the Defendant deſired to know at what Time the Letter of the 5th of Auguſt 1786, written by Mr. Larkins, was received by the Eaſt India Company.

Whereupon Mr. ROBERT HUDSON was called in, and examined as follows:

Q. At what Time was the Letter written by Mr. Larkins of the 5th of Auguſt 1786, received by the Eaſt India Company?

A. The Receipt at the India Houſe was the 8th of March 1787.

The Managers for the Commons ſtated, they ſhould next proceed to another ſuppoſed Diſcovery of a Sum of Money received by Mr. Haſtings, contained in a Letter written, or ſuppoſed to be written, upon the 20th of January 1782.

Read, from Book 29, already delivered in, the following Letter from Mr. Haſtings to the Court of Directors, dated, Patna, 20th January 1782, with an Indorſement:

"The Deputy Chairman received this Letter from Major Scott, the 25th of July 1782, at Half paſt Twelve poſt Meridiem, at the Eaſt India Houſe, which the Major ſaid he preſented by Order of the Governor General.

"Patna, 20th January 1782.

"To the Honourable the Secret Committee of the Honourable Court of Directors.

"Honourable Sirs,

"While the Nabob Vizier was at Chunar, an Offer of a very conſiderable Sum of Money was made to me, both on his Part, and on that of his Miniſters, as a Preſent. I accepted it without Heſitation, and gladly, being entirely deſtitute both of Means and Credit, whether for your Service, or the Relief of my own Neceſſities. This Donation was not made in Specie, but in Bills, which have been in Part only, and tardily realized, being drawn on the Houſe of Gopaul Daſs, who was at the Time a Priſoner in the Hands of Cheit Sing. The Remainder is in Courſe of Payment, and I make no Doubt of its being paid. What I have received has been laid out in the Publick Service. The reſt ſhall be applied to the ſame Account. The nominal Sum is Ten Lacks of Rupees, of the Currency of Oude. As ſoon as the Whole is completed, I will tranſmit to you a faithful Account of it, reſigning the Diſpoſal of it entirely to the Pleaſure of Your Honourable Court. If you ſhall adjudge the Depoſit to me, I ſhall conſider it as the moſt honourable Approbation and Reward of my Labours; and I wiſh to owe my Fortune to your Bounty.

"I am now in the Fiftieth Year of my Life: I have paſſed Thirty-one Years in the Service of the Company, and the greateſt Part of that Time in Employments of the higheſt Truſt. My Conſcience allows me boldly to claim the Merit of Zeal and Integrity; nor has Fortune been unpropitious to their Exertions. To theſe Qualities I bound my Pretenſions. I ſhall not repine, if you ſhall deem otherwiſe of my Services; nor ought your Deciſion, however it may diſappoint my Hope of a Retreat, adequate to the Conſequence and Elevation of the Office which I now poſſeſs, to leſſen my Gratitude for having been ſo long permitted to hold it; ſince it has, at leaſt, enabled me to lay up a Proviſion, with which I can be contented in a more humble Station.

"I have the Honour to be,
Honourable Sirs,
Your moſt faithful, and moſt
obedient Servant,
Warren Haſtings."

The Managers for the Commons deſired to refer the Houſe to the Evidence given by Major Scott, in Page 561 of the printed Minutes, proving that the above-mentioned Letter was received by the Nancy Packet; and ſtated, that they ſhould next proceed to prove at what Time the Nancy left Bengal.

Whereupon Mr. Hudſon was again called in.

Q. What is that you have in your Hand?

A. This is a Liſt of Arrivals and Departures to and from the River Hughly, from the 25th of January to the 31ſt of March 1782. It appears from this Liſt, that the Nancy Packet ſailed from Bengal River on the 22d of February 1782.—This is an original Paper, ſigned by the Maſter Attendant.

The ſame was delivered in.

Read, the following Extract.

"A Liſt of Arrivals and Departures to and from the River Hughly, from the 25th of January to the 31ſt of March 1782.

"Departures of Ships, Snows, &c. from the River Hughly, 1782.

1782	Veſſels Names.	Commanders Names.	Tonnage.	Where bound.	Lading.
Feb. 22d	H. C. Snow Nancy.	Captain Hofferman		Europe.	With Diſpatches.

"Fort William,
the 31ſt March 1782.

Signed at the End,
J. Sampſon,
Mr Attendant."

The Managers for the Commons ſtated, they ſhould next proceed to ſhew, that Mr. Haſtings made no Communication whatever to the Board at Bengal of the Receipt of the Ten Lacks of Rupees in Queſtion.

Whereupon the Witneſs was aſked:

Q. Whether you have examined the Books of the Supreme Council at Bengal in the Years 1781 and 1782?
A. Yes, I have; the Conſultations.

Q. Whether you have been able to find upon thoſe Conſultations any Communication of the Receipt of a Sum of Ten Lacks of Rupees by the Governor General from the Vizier?
A. No; there was none; except when Major Palmer's Inſtructions were laid before the Board by Mr. Haſtings; there was then a Reference made to a Preſent.

Q. (*by a Lord.*) From what Time to what Time did you examine the Conſultations?
A. I have read them from 1782 to 1784.

Q. You are now aſked, Whether you have read the Conſultations in 1781 and 1782?
A. I have.

Q. Did you look them over with a View to ſee whether any Tranſaction of this Kind had been mentioned in them?
A. I believe I read every Minute of Mr. Haſtings within that Period.

Q. From what Part of 1781 to 1782 do you take upon you to be ſure that no ſuch Tranſaction was mentioned?
A. From July 1781 to the latter End of the Year 1784.

Q. Through the Whole of that Period?
A. Yes.

Q. You mentioned an Exception of a Letter from Major Palmer?
A. I ſaid, Inſtructions from Mr. Haſtings to Mr. Palmer.

Q. Did they appear upon the Conſultation?
A. Yes.

Q. Of what Date?
A. They are entered ſome Time in the Year 1783; I think in October.

(*Croſs examined.*) Q. Whether there was any Veſſel diſpatched from Bengal in the intermediate Period between the 20th of January 1782, the Date of Mr. Haſtings's Letter, and the 22d of February 1782, when the Nancy ſailed?
A. The Ship Dartmouth was diſpatched on the 19th of February 1782, but that Ship never arrived; ſhe was loſt.

Q. I wiſh the Witneſs to ſtate, whether a conſiderable Portion of Time does not uſually intervene between the Time when Veſſels are diſpatched, and when they actually ſail from Bengal?
A. I look upon it, the Nancy received her Diſpatches ſoon after the 14th of February.

Q. Do you know how long a Letter is, in the Courſe of the Poſt, coming from Patna to Bengal?
A. I never heard.

Q. Have you any Document there, which will inform you how long that Letter might have arrived at Calcutta before the Time of the Diſpatch of the Nancy?
A. I have not.

Q. What Day was this Letter of Mr. Larkins, which bears Date 5th Auguſt 1786, communicated to the Committee of the Houſe of Commons?
A. I recollect that Major Scott came up Stairs to the Office, and aſked me if ſuch a Letter was arrived. I ſaid, No. I went down, and found there was. He ſaid, he ſhould move for it in the Houſe that Day; and an Order came from the Houſe, I think the next Day, for it.

Q. (*by a Lord.*) When was it in point of Fact that it was moved for?
A. I believe it was moved for the next Day, the 9th of March.—I can prove that by the Court Books To-morrow.

Q. The 9th of March 1787?
A. I am not certain whether it was the 8th or 9th of March 1787.

The Managers for the Commons ſtated, that they had produced the Evidence ſubmitted to the Houſe to ſhew the Receipt of a very large Sum of Money acknowledged by Mr. Haſtings; and alſo for the further Purpoſe of ſhewing, that the other Two-thirds, which he ſaid he had borrowed from ſomebody elſe, and lent to the Company, had never been borrowed by him, nor ever had been lent to the Company, but that in Fact it always did belong to the Company.

The Counſel for the Defendant obſerved, that the Managers for the Commons have ſtated the Evidence to be produced, for Two Purpoſes; One to falſify an Allegation in a former Letter of Mr. Haſtings, and the other to eſtabliſh the Receipt of a further Sum of Money.—That as far as it was intended to eſtabliſh the Receipt of a Sum of Money not ſpecified in the Charges, ſo far they conceived it not admiſſible in Evidence, and ſo far they ſhould reſiſt it.

The Managers for the Commons replied, That when they proceeded to charge Mr. Haſtings with the Receipt of any Sum of Money, not charged in the Articles, it would be Time enough for the Counſel to make the Objection; but at preſent all that they offered to produce the Evidence in Queſtion for, was to falſify the Account which Mr. Haſtings gave upon the 29th of November 1780; and that for that Purpoſe they had a complete Right to produce it.

The Counſel for the Defendant ſaid, That underſtanding it to be produced for that Purpoſe only, they admitted it to be read.

Read, from Book 20, already delivered in, the following Letter to the Honourable the Secret Committee of the Honourable Court of Directors, ſigned Warren Haſtings, and dated Fort William, 22d May 1782.

" To the Honourable the Secret Committee of the Honourable Court of Directors.

" Honourable Sirs, Fort William, 22d May 1782.

" In a Letter which I have had the Honour to addreſs you in Duplicate, and of which a Triplicate accompanies this, dated 20 January 1782, I informed you that I had received the Offer of a Sum of Money from the Nabob Vizier and his Miniſters, to the nominal Amount of 10 Lacks of Lucknow Siccas, and that Bills on the Houſe of Gopaul Doſs had been actually given me for the Amount, which I had accepted for the Uſe of the Honourable Company, and I promiſed to account with you for the ſame, as ſoon as it ſhould be in my Power after the whole Sum had come into my Poſſeſſion. This Promiſe I now perform; and deeming it conſiſtent with the Spirit of it, I have added ſuch other Sums as have been occaſionally converted to the Company's Property through my Means, and in conſequence of the like original Deſtination. Of the Second of theſe you have been already adviſed in a Letter, which I had the Honour to addreſs the Honourable Court of Directors, dated 29th November 1780. Both this and the Third Article were paid immediately to the Treaſury, by my Order to the Sub Treaſurer to receive them on the Company's Account, but never paſſed through my Hands. The Three Sums for which Bonds were granted were in like Manner paid to the Company's Treaſury without paſſing through my Hands, but their Approbation was not ſpecified.

" The Sum of 50,000 Current Rupees was received while I was on my Journey to Benaris, and applied as expreſſed in the Account.

" As to the Manner in which theſe Sums have been expended, the Reference which I have made of it in the accompanying Account to the ſeveral Accounts in which they are credited, renders any other Specification of it unneceſſary; beſides that thoſe Accounts either have or will have received a much ſtronger Authentication than any that I could give to mine.

" Why theſe Sums were taken by me; why they were, except the Second, quietly transferred to the Company's Uſe; why Bonds were taken for the Firſt, and not for the Reſt, might, were this Matter to be expoſed to the View of the Publick, furniſh a Variety of Conjectures to which it would be of little Uſe to reply. Were your Honourable Court to queſtion me upon theſe Points, I would anſwer, that the Sums were taken for the Company's Benefit, at Times in which the Company very much needed them; that I either choſe to conceal the Firſt Receipts from publick Curioſity, by receiving Bonds for the Amount, or poſſibly acted without any ſtudied Deſign which my Memory could at this Diſtance of Time verify; and that I did not think it worth my Care to obſerve the ſame Means with the Reſt. I truſt, Honourable Sirs, to your Breaſts for a candid Interpretation of my Actions, and aſſume the Freedom to add, that I think myſelf on ſuch a Subject, on ſuch an Occaſion, entitled to it.

" I have the Honour to be,
Honourable Sirs,
Your moſt faithful, moſt obedient,
and moſt humble Servant,
Warren Haſtings."

" An ACCOUNT of Sums received on the Account of the Honourable Company, by the Governor General, or paid to their Treaſury by his Order, and applied to their Service.

" 1780.			
" October.	The following Sums were paid into the Treaſury, and Bonds granted for the ſame, in the Name of the Governor General, in whoſe Poſſeſſion the Bonds remain, with a Declaration upon each, indorſed and ſigned by him, that he has no Claim on the Company for the Amount either of Principal or Intereſt, no Part of the latter having been received:		
	One Bond, dated the 1ſt October 1780, Nº 1539,	1,16,000 0 0	
	One — 2d — — Nº 1540,	1,16,000 0 0	
	One — 23d November, Nº 1354,	1,74,000 0 0	
			4,06,000 0 0
" November.	Paid into the Treaſury, and carried to the Governor General's Credit in the 12th Page of the Depoſites Journal of 1780-81, Mohrs of Sorts which had been coined in the Mint, and produced, as per 358 and 359 Pages of the Company's General Journal of 1780-81, Gold Mohrs 12,861 12 11, or Calcutta Siccas — —	2,05,788 14 9	
	Batta 16 per Cent. —	32,926 3 6	
			2,38,715 2 3
" 1781.			
" 30 April.	Paid into the Treaſury, and credited in the 637th Page of the Company's General Journal, as Money received from the Governor General on Account of Durbar Charges — — Sicca Rupˢ	2,00,000 0 0	
	Batta 16 per Cent. —	32,000 0 0	
			2,32,000 0 0
" Auguſt.	Received in Caſh, and employed in defraying my public Diſburſements, and credited in the Governor General's Account of Durbar Charges for April 1782 — —		58,000 0 0
	" Produce of the Sum mentioned in the Governor General's Letter to the Honourable Secret Committee, dated 20th January 1782, and credited in the Governor General's Account of Durbar Charges for April 1782 — —		10,30,275 1 3
	Current Rupees —		19,64,990 3 6

" Fort William,
22d May 1782.

(Errors excepted.)
Warren Haſtings."

" I William Larkins do make Oath, and ſay, That the Letter and Account to which this Affidavit is affixed, were written by me, at the Requeſt of the Honourable Warren Haſtings Eſquire, on the 22d May 1782, from rough Drafts written by himſelf in my Preſence: That the Cover of the Letter was ſealed up by him in my Preſence, and was then intended to have been tranſmitted to England by the Lively, when that Veſſel was firſt ordered for Diſpatch; and that it has remained cloſed until this Day, when it was opened, for the expreſs Purpoſe of being accompanied by this Affidavit.

" Calcutta,
16th December 1782.

So help me God.
William Larkins."

" Sworn this 16th Day of December 1782, before me,
J. Hyde."

Read alſo, from the ſame Book, a Paper, indorſed, " Fort William, 16th December 1782. Letter from Warren Haſtings Eſquire, to the Secret Committee. Received per Lively, 24th May 1783," as follows:

" To the Honourable the Secret Committee of the Honourable Court of Directors.

" Honourable Sirs,

Fort William, 16th December 1782.

" The Diſpatch of the Lively having been protracted, by various Cauſes, from Time to Time, the accompanying Addreſs, which was originally deſigned and prepared for that Diſpatch (no other Conveyance ſince occurring), has of Courſe been thus long detained. The Delay is of no public Conſequence; but it has produced a Situation which, with Reſpect to myſelf, I regard as unfortunate; becauſe it expoſes me to the meaneſt Imputation, from the Occaſion which the late Parliamentary Inquiries have ſince furniſhed, but which were unknown when my Letter was written, and written in the neceſſary Conſequence of a Promiſe, made to that Effect in a former Letter to your Honourable Committee, dated 20th January laſt. However, to preclude the Poſſibility of ſuch Reflections from affecting me, I have deſired Mr. Larkins, who was privy to the whole Tranſactions, to affix to the Letter his Affidavit, of the Date in which it was written. I own I feel moſt ſenſibly the Mortification of being reduced to the Neceſſity of uſing ſuch Precautions to guard my Reputation from Diſhonour. If I had, at any Time, poſſeſſed that Degree of Confidence from my immediate Employers, which they never withheld from the meaneſt of my Predeceſſors, I ſhould have diſdained to uſe theſe Attentions. How I have drawn on me a different Treatment, I know not; it is ſufficient that I have not merited it. And in the Courſe of a Service of Thirty-two Years, and Ten of theſe employed in maintaining the Powers, and diſcharging the Duties of the Firſt Office of the Britiſh Government in India, that Honourable Court ought to know whether I poſſeſs the Integrity and Honour which are the firſt Requiſites of ſuch a Station. If I wanted theſe, they have afforded me but too powerful Incentives to ſuppreſs the Information which I now convey to them through you; and to appropriate to my own Uſe the Sums which I have already paſſed to their Credit, by the unworthy, and, pardon me if I add, dangerous Reflections, which they have paſſed upon me, for the firſt Communication of this Kind; and your own Experience will ſuggeſt to you, that there are Perſons who would profit by ſuch a Warning.

" Upon the Whole of theſe Tranſactions, which to you, who are accuſtomed to view Buſineſs in an official and regular Light, may appear unprecedented, if not improper, I have but a few ſhort Remarks to ſuggeſt to your Conſideration.

" If I appear in any unfavourable Light by theſe Tranſactions, I reſign the common and legal Security of thoſe who commit Crimes or Errors. I am ready to anſwer every particular Queſtion that may be put againſt myſelf, upon Honour, or upon Oath.

" The Sources from which theſe Reliefs to the publick Service have come, would never have yielded them to the Company publickly; and the Exigencies of your Service (Exigencies created by the Expoſition of your Affairs, and Faction in your Councils) required thoſe Supplies.

" I could have concealed them, had I had a wrong Motive, from yours and the publick Eye for ever; and I know that the Difficulties to which a Spirit of Injuſtice may ſubject me for my Candour and Avowal, are greater than any poſſible Inconvenience that could have attended the Concealment, except the Diſſatisfaction of my own Mind. Theſe Difficulties are but a few of thoſe which I have ſuffered in your Service. The Applauſe of my own Breaſt is my ſureſt Reward, and was the Support of my Mind in meeting them. Your Applauſe, and that of my Country, are my next Wiſh in Life.

" I have the Honour to be,
Honourable Sirs,
Your moſt faithful, moſt obedient,
and moſt humble Servant,
Warren Haſtings."

Then the Witneſs produced Book 20, intituled, " Bengal Letters, received 10th April 1782 to 13th April 1783."

Read, a Letter to the Honourable the Secret Committee of the Honourable Court of Directors, ſigned Warren Haſtings, and dated Fort William, 22d May 1782.

Read, the following Extract from Mr. Haſtings's Manuſcript Introductory Defence, delivered at the Bar of the Houſe of Commons, beginning at Page 365 of the ſame.

" I have already fully explained the Tranſaction of the Two Lacks of Rupees given by Sadamund; the Sum of 4,06,000 Rupees, for which Bonds were given, was paid directly into the Company's Treaſury for their Uſe, and never paſſed through my Hands; and in a few Months after the Receipt of it, when I was about to leave the Preſidency to proceed up the Country on a Service liable to perſonal Danger, I endorſed the Bonds payable to the Company, and left them in the Hands of Mr. Larkins, our Accountant General, with expreſs Directions to deliver them up. I hope I need not detain this Honourable Houſe, by obviating the Cavil that an Indorſement on a Bond is not good in Common Law, though it is in Equity. I flatter myſelf it will be evident that I had no corrupt Motive in taking this Money, that it was bona fide for the Company's Uſe, that they and not I had the Benefit of it, and that the Alienation of my Right by the Indorſement, was in fact as effectual as a formal Transfer."

To prove that the Service of perſonal Danger, alluded to in the above Extract, was the Expedition Mr. Haſtings made to Benares,

Read, the following Extract from the printed Minutes of Evidence, beginning at Page 109 of the ſame:

“ I left Calcutta on the 17th of July.”

Read, the following Extract from Mr. Haſtings's Manuſcript Introductory Defence, delivered at the Bar of the Houſe of Commons, beginning at Page 369 of the ſame.

“ No Member of this Honourable Houſe ſuſpects me, I hope, of the Meanneſs and Guilt of preſenting falſe Accounts. I have never benefited by contingent Charges, or by retaining the Money of the Public in my own Poſſeſſion, for my private Emolument.”

Read, further Extract from the ſame Defence, beginning at Page 377 of the ſame.

“ Whatever Imperfections there may be in my Character—and I have many—yet no Man who knows me, will ſuppoſe me capable of aſſerting an Untruth, or, which is in fact the ſame, of preſenting a falſe Account to this Honourable Houſe, or to my old and indulgent Maſters, the Proprietors of Eaſt India Stock.”

The Managers for the Commons ſtated, They ſhould next produce the Bonds themſelves, with the Indorſements upon them,—Mr. Haſtings having ſtated that the Indorſements were made in the Month of July 1781.

Then Mr. Robert Hudſon was again called in.

Q. What are thoſe Papers you have in your Hands?

A. Three original Bengal Bonds, delivered up in Council by Mr. Haſtings on the 17th of January 1785, and cancelled in the Preſence of the Board, with a Depoſition from the Accountant General annexed.

The Counſel for the Defendant deſired that the Depoſition of Mr. Larkins, being a Part of the above Tranſmiſſion, might be read.

The ſame was accordingly read, as follows.

§ (“ Fort William, in Bengal. } William Larkins of Calcutta, at Fort William in Bengal, Eſquire, Accountant General to the Governor General in Council for the Affairs of the United Company of Merchants of England trading to the Eaſt Indies, maketh Oath and ſaith, That on or about the Twenty-ninth Day of May, in the Year of our Lord One thouſand ſeven hundred and eighty-two, he, this Deponent, was preſent with, and at the Houſe of Warren Haſtings Eſquire, late Governor General of Bengal, at Allypore, near Calcutta aforeſaid, when he, this Deponent, produced and delivered to the ſaid Warren Haſtings Three ſeveral Paper Writings, or accountable Receipts, on Account of the ſaid United Company of Merchants of England trading to the Eaſt Indies, commonly called “ Company's Bengal Bonds;” that is to ſay, One, N° 1354, for the Sum of Current Rupees One hundred and ſeventy-four thouſand, dated in Fort William, the Twenty-third Day of November One thouſand ſeven hundred and eighty, under the Seal of the ſaid United Company, and ſigned by the ſaid Warren Haſtings in his Capacity of Governor General as aforeſaid, and by Edward Wheler Eſquire, then One of the Members of the Council at Fort William aforeſaid, and made payable to the Honourable Warren Haſtings Eſquire; One other, N° 1539, for the Sum of Current Rupees One hundred and ſixteen thouſand, dated in Fort William, the Firſt Day of October One thouſand ſeven hundred and eighty, alſo under the Seal of the ſaid United Company, and ſigned by the ſaid Warren Haſtings in his ſaid Capacity of Governor General as aforeſaid, and by the ſaid Edward Wheler as One of the Members of the ſaid Council, and made payable in like Manner to the Honourable Warren Haſtings Eſquire; and one other, N° 1540, for a further Sum of Current Rupees One hundred and ſixteen thouſand, dated in Fort William, the Second Day of October One thouſand ſeven hundred and eighty, alſo under the Seal of the ſaid United Company, and ſigned by the ſaid Warren Haſtings in his ſaid Capacity of Governor General as aforeſaid, and by the ſaid Edward Wheler as One of the Members of the ſaid Council, and made payable in like Manner to the Honourable Warren Haſtings Eſquire: And this Deponent further ſaith, That he, this Deponent, was, at the Time before mentioned, preſent, and did ſee the ſaid Warren Haſtings write and indorſe upon the Back of each and every of the ſaid Paper Writings, or accountable Receipts, commonly called “ Company's Bengal Bonds,” the Words and Figures following; that is to ſay, “ I declare that I have no Claim on the Honourable Company for the Amount of this Bond, neither Principal nor Intereſt. Fort William, 29th May 1782. Warren Haſtings.” And the ſaid Three Paper Writings, or accountable Receipts, being now ſhewn to this Deponent, he, this Deponent, ſaith, That the ſaid Writings or Indorſements upon the Back of the ſaid Three ſeveral Paper Writings, or accountable Receipts, and the Name or Names “ Warren Haſtings,” ſet and ſubſcribed to each and every of the ſaid ſeveral Writings or Indorſements, is and are of the

" proper Hand Writing and ſubſcribing of the ſaid Warren Haſtings, and are, as this Deponent " verily believes, the ſame Writings and Indorſements, ſo as aforeſaid written, indorſed and ſub- " ſcribed by the ſaid Warren Haſtings in the Preſence of this Deponent, and were actually written " and ſubſcribed by the ſaid Warren Haſtings on the Day on which they reſpectively bear Date.

" W^{m} Larkins."

" Sworn in the Council Chamber, at Fort William
" in Bengal, this 10th Day of March 1789,
" Before
" Cornwallis.")

The Counſel for the Defendant deſired to know, Whether there was not a Copy of a Letter ſent home, with this Affidavit from Mr. Larkins, to the Board, in which he ſtates an Application from England, deſiring him to get theſe Bonds ſent home; and deſired the ſame might be read.

The Managers for the Commons ſtated, That they had no Objection.

Read, the Papers produced by the Witneſs, as follows.

Current Rupees 116,000.

(L. S.) " Borrowed and received, on Account of the Honourable United Company of Merchants of England trading to the Eaſt Indies, of the Honourable Warren Haſtings Eſquire, the Sum of Current Rupees One hundred and ſixteen thouſand, which we promiſe to pay at the Expiration of Twelve Calendar Months, with Intereſt at the Rate of Eight per Cent. per Annum, from the Date thereof, with this Proviſo, that Three Months Notice be firſt given at the Treaſury demanding Payment thereof; and we likewiſe agree, not to oblige the Principal to be received back, until Six Months Notice has been publiſhed of our Intentions to diſcharge it. Dated in Fort William, the Firſt Day of October 1780.

" Witneſs our Hands, and Seal of the ſaid Company,
" En^{d}. C^{s} Croftes. ~~Warren Haſtings,~~
~~Edw^{d} Wheler.~~

" Cancelled in the Preſence of the Honourable Board, 17th January 1785.
W. Bruen, Secretary."

" I declare that I have no Claim on the Honourable Company for the Amount of this Bond, neither Principal nor Intereſt.

" Fort William, 29th May 1782. Warren Haſtings."

Indorſed on the Back as follows:

" N^{o} 1.
" Intereſt Note in Favour of the Honourable the Governor
General, for Current Rupees 1,16,000.
" Cancelled in Council 17th January.
" To be kept in Conſultation 17th January, but not entered."

Current Rupees 1,16,000.

(L. S.) " Borrowed and received, on Account of the Honourable United Company of Merchants of England trading to the Eaſt Indies, of the Honourable Warren Haſtings Eſquire, the Sum of Current Rupees One hundred and ſixteen thouſand, which we promiſe to pay at the Expiration of Twelve Calendar Months, with Intereſt, at the Rate of Eight per Cent. per Annum, from the Date hereof, with this Proviſo, that Three Months Notice be Firſt given at the Treaſury, demanding Payment thereof; and we likewiſe agree not to oblige the Principal to be received back until Six Months Notice has been publiſhed of our Intentions to diſcharge it. Dated in Fort William, the Second Day of October 1780.

" Witneſs our Hands, and Seal of the ſaid Company,
" En^{d}. C. Croftes, ~~Warren Haſtings,~~
S. T." ~~Edw^{d} Wheler.~~

" Cancelled in the Preſence of the Honourable Board, 17th January 1785.
W. Bruen, Secretary."

" I declare that I have no Claim on the Honourable Company for the Amount of this Bond, neither Principal nor Intereſt. Fort William, 29th May 1782.

" Warren Haſtings."

Indorſed on the Back as follows:

" No. 2.
" Intereſt Note in Favour of the Honourable the Governor
General, for Current Rupees 1,16,000.
" Cancelled in Council 17th January.
" To be kept in Conſultation 17th January, but not entered."

(L. S.) " Borrowed and received, on Account of the Honourable United Company of Merchants of England trading to the Eaſt Indies, of the Honourable Warren Haſtings Eſquire, the Sum of Current Rupees One hundred ſeventy-four thouſand, which we promiſe to pay at the Expiration of Twelve Calendar Months, with Intereſt at the Rate of Eight per Cent. per Annum, from the Date hereof, with this Proviſo, that Three Months Notice be firſt given at the Treaſury demanding Payment thereof; and we likewiſe agree not to oblige the Principal to be received back, until Six Months Notice has been publiſhed of our Intentions to diſcharge it. Dated in Fort William, the Twenty-third Day of November 1780. Current Rupees 1,74,000.

" Witneſs our Hands, and Seal of the ſaid Company,

" End C. Croftes. ~~Warren Haſtings,~~
~~Edwd Wheler.~~

" Cancelled in the Preſence of the Honourable Board, 17th January 1785.
" W. Bruen,
Secretary."

" I declare that I have no Claim on the Honourable Company for the Amount of this Bond, neither Principal nor Intereſt.
" Fort William, 29th May 1782. " Warren Haſtings."

Indorſed on the Back as follows:

" No 3.
" Intereſt Note in Favour of the Honourable the Governor General, for Current Rupees 1,74,000.
" Cancelled in Council 17th January.
" To be kept in Conſultation 17th January, but not entered."

Then the Witneſs produced Book 226.

Read, the following Extract of a Conſultation of the 4th of March 1789, beginning at Page 592 of the ſame Book.

§ (" Fort William, the 4th March 1789.
" At a Council; Preſent, Pub. Dept. Wedneſday.
" Earl Cornwallis, K. B. Governor General, Preſident;
" The Honourable Charles Stuart.
" John Shore Eſquire, indiſpoſed.

" Read, a Letter from Mr. Larkins, acting Attorney for Warren Haſtings Eſq.

" My Lord,

" The Three Bonds, No 1354, 1539, and 1540, alluded to in 9 and 10 Paragraphs of the " Letter which, at the Requiſition of Mr. Haſtings, was addreſſed by me to the Chairman for the " Time being of the Honourable the Court of Directors, under Date of 5th Auguſt 1786, entered " as No 49 of the Appendix to the Second Article of the Charges preferred againſt Mr. Haſtings " by the Honourable the Houſe of Commons, having been miſlaid, till lately I was prevented from " preferring the Sollicitation recommended by Major Scott to be made in Behalf of Mr. Haſtings, " that an authentic Copy of the Declaration, made in theſe Bonds by Mr. Haſtings, might be " tranſmitted to England, to be adduced, if neceſſary, in Corroboration of the Teſtimony which I " have already given upon this Tranſaction.

" As the beſt legal Evidence is always required upon ſuch Occaſions, I could wiſh, my Lord, " that the original Bonds may be tranſmitted to the Honourable Court of Directors, a Number of " the Northumberland's Packet, and that Mr. Hay, the Secretary to the Government, and Mr. " John White, the Sub Secretary in the public Department, who are well acquainted with Mr. " Haſtings's Hand-writing, may be allowed to make Two Copies of each of the Bonds, and the " Declarations made thereon; that One of theſe may be tranſmitted to England, to ſupply the Place " of the Originals, in caſe any Accident ſhould prevent theſe from being received, and the other to " remain in Charge of the Sub Treaſurer, to anſwer any Reference that may be neceſſary in India.

" I have the Honour to be, &c.

(Signed) " Wm Larkins,
" Actg Atty of W. Haſtings Eſq."

" Fort William,
" the 25th February 1789.

" Agreed to, and ordered according to the Requeſts made by Mr. Larkins.") §

The Managers for the Commons ſtated, That they ſhould next produce a Letter of the 21ſt of February 1784, containing a Declaration from Mr. Haſtings with reſpect to another Sum of Money which he had received from a Perſon of the Name of Nobkiſſin.

Read, the following Extract from Book 113, already delivered in.

☞ [" Letter from the Governor General to the Honourable Court of Directors, and Incloſures.

" To the Honourable Court of Directors of the Honourable United Eaſt India Company.

" Honourable Sirs, On the River Ganges, 21ſt February 1784.

" Having had Occaſion to diſburſe from my own Caſh many Sums, for Services which, though required to enable me to execute the Duties of my Station, I have hitherto omitted to enter in my public Accounts, and my own Fortune being unequal to ſo heavy a Charge, I have reſolved to reimburſe myſelf in a Mode the moſt ſuitable to the Situation of your Affairs, by charging the ſame on my Durbar Accounts of the preſent Year, and crediting them by a Sum privately received, and appropriated to your Service in the ſame Manner with other Sums received on Account of the Honourable Company, and already carried to their Account.

" The Particulars of theſe Diſburſements are contained in the incloſed Accounts, N° 1, 2, 3, and 4, of which N° 5 is the Abſtract.

" I ſhall ſubjoin a brief Explanation of each.

" The Sum of the Account N° 1 is the Difference between the Allowance of 300 Rupees a Month, which was the cuſtomary Pay of the Governor's Military Secretary, and that which I allowed to Lieutenant Colonel Ironſide during the Time that he acted in that Capacity, on account of his ſuperior Rank. It was referred to your Honourable Court, in One of the General Letters of the Year 1773 or 4; but I preſume that it was overlooked, in the Preſſure of other more important Matters which at that Time occupied your Attention.

" N° 2 and 3 are explained in the Accounts themſelves.

" N° 4 conſiſts of Three ſeveral Kinds of Charges, which I confeſs to have been unauthoriſed, but which I humbly conceive neither to be of a private Nature, nor unworthy Subjects of the Bounty of a great and riſing State.—The Firſt is inconſiderable, conſiſting chiefly in the Subſiſtence of the Pundits, who were aſſembled in Calcutta, and employed during Two Years in compiling the Code of Hindoo Laws for your Uſe. The Sum allotted to them was, as I recollect, One Rupee per Diem; a larger Recompenſe was offered, but refuſed; nor would they receive this, but for their daily Support: They had indeed the Promiſe of ſome public Endowments for their Colleges, which yet remain unperformed.—The Second is the Amount of ſundry Monthly Salaries paid to ſome of the moſt learned Profeſſors of the Mahomedan Law, for tranſlating, from the Arabic into the Perſian Tongue, a Compendium of their Law, called the Hedaya, which is held in high Eſtimation, and Part of a more voluminous Work, which I could not proſecute. Your Honourable Court is in Poſſeſſion of a Part of the Engliſh Verſion of Hedaya, made by Mr. James Anderſon, and a ſubſequent Part of the ſame Work has been lately tranſlated by Mr. Hamilton. Theſe Gentlemen are both engaged in the Completion of it, and are both eminently qualified for it. It would exceed the due Bounds of this Letter, to expatiate on the Utility of this Work; yet I may be allowed to vindicate the Expence of it by One ſummary Argument, which is, that while the Mahomedan Law is allowed to be the Standard of the Criminal Juriſprudence of your Dominion, under the Controul and Inſpection of your Engliſh Servants, it ſeems indiſpenſably neceſſary that the Judges of the Courts ſhould have a more familiar Guide for their Proceedings than the Books of the Arabic Tongue, of which few have Opportunities of obtaining a competent Knowledge; and as neceſſary that your Servants ſhould poſſeſs the Means of conſulting the Principles on which thoſe Judgments are founded, which, in their ultimate Reſort, and in extraordinary Caſes, may fall within their immediate Cognizance, and of the Laws of which they are the Protectors.—The Third Charge is that of an Academy, inſtituted for the Study of the different Branches of the Sciences taught in the Mahomedan Schools. After a Trial of about Two Years, finding that it was likely to anſwer the End of its Inſtitution, I recommended to the Board, and obtained their Conſent, to paſs the ſubſequent Expence of the Eſtabliſhment to the Account of the Company, and to erect a Building for the Purpoſe at my own immediate Coſt, but for a Company's Intereſt Note granted me for the Reimburſement of it. It is almoſt the only complete Eſtabliſhment of the Kind now exiſting in India, although they were once in univerſal Uſe, and the decayed Remains of theſe Schools are yet to be ſeen in every capital Town or City of Hindoſtan and Decan. It has contributed to extend the Credit of the Engliſh Name, and to ſoften the Prejudices excited by the rapid Growth of the Britiſh Dominion; and it is a Seminary of the moſt uſeful Members of Society.

" I humbly ſubmit the Propriety of carrying theſe Expences to your Account, by the Conſideration, that it was not poſſible for me to have been influenced, in incurring them, by any Purpoſe of my own Intereſt. Something, perhaps, may be attributed to the Impulſe of Pride, in the Share which I might hope to derive of a public Benefaction; but certainly not to Vanity or Oſtentation, ſince I believe it to be generally conceived, that the whole Expence, of which the greateſt Part is yet my own, has been already defrayed from the Treaſury of the Company.

“ I will candidly confeſs, that when I firſt engaged, both in this and the preceding Expence, I had no Intention of carrying it to the Account of the Company. Improvident for myſelf, zealous for the Honour of my Country, and the Credit and Intereſt of my Employers, I ſeldom permitted my Proſpects of Futurity to enter into the View of my private Concerns. In the undiſturbed Exerciſe of the Faculties which appertained to the active Seaſon of my Life, I confined all my Regards to my public Character, and reckoned on a Fund of Years to come for its Duration. The Infirmities of Life have ſince ſucceeded, and I have lately received more than One ſevere Warning to retire from a Scene to which my bodily Strength is no longer equal, and threatens me with a correſponding Decay in whatever Powers of Mind I once poſſeſſed, to diſcharge the laborious Duties and hard Viciſſitudes of my Station. With this Change in my Condition, I am compelled to depart from that liberal Plan which I originally adopted, and to claim from your Juſtice, for you have forbid me to appeal to your Generoſity, the Diſcharge of a Debt which I can, with the moſt ſcrupulous Integrity, aver to be juſtly my Due, and which I cannot ſuſtain.

“ If it ſhould be objected, that the Allowance of theſe Demands would furniſh a Precedent for others of the like Kind, I have to remark, that in their whole Amount they are but the Aggregate of a contingent Account of Twelve Years; and if it were to become the Practice of thoſe who have paſſed their Prime of Life in your Service, and filled, as I have filled it, the Firſt Office of your Dominion, to glean from their paſt Accounts all the Articles of Expence which their Inaccuracy or Indifference hath overlooked, your Intereſts would ſuffer infinitely leſs by the Precedent, than by a ſingle Example of a Life ſpent in the Accumulation of Crores for your Benefit, and doomed in its Cloſe to ſuffer the Extremity of private Want, and to ſink in Obſcurity.

“ I have thought it proper to complete the preſent Subject, by the Addition of a Charge which I intended to have ſubmitted regularly to the Board; but which, if divided at this Time from the others, might have admitted an unfair Conſtruction. It is in the Account N° 6, and conſiſts of Charges incurred for Boats and Budgerows provided by me, for my own Uſe, on ſuch public Occaſions as require my Departure from the Preſidency on extraordinary Services.

“ My Predeceſſors have always had an Eſtabliſhment of this Kind provided for them, and my Succeſſor will have a Proviſion devolve to him, ſuperior in Convenience and in Elegance to any that I have yet ſeen, and furniſhed with a Coſt which would not be credited by thoſe who have ſeen the Subjects of it.

“ I have the Honour to be, with the greateſt Reſpect,

Honourable Sirs,

Your moſt obedient and
moſt faithful Servant,
Warren Haſtings.”]

“ DUPLICATE.

§ (“ An Account of Sums diſburſed by the Governor General for the Hire of Houſes occupied by “ his Aides de Camp, from 1ſt December 1775 to January 1784.

“ 1778.						
“ Aug. 1.	To Amount charged for by the Executors of John Stewart, Amount of the Rent of the Houſe occupied by the Governor General's Aides de Camp, from the 1ſt December 1775 to the 1ſt Auguſt 1778, being 32 Months, at 600 Argᵗ per Month	19,200				
	“ Intereſt on 1,800 Argᵗ for 29 Months, at 10 per Cent. is	485				
	“ Do. on 1,800 for 26 Months, at 10 per Cent. is	390				
	“ Do. on 1,800 for 23 do.	345				
	“ Do. on 1,800 for 20 do.	300				
	“ Do. on 1,800 for 17 do.	255				
	“ Do. on 1,800 for 14 do.	210				
	“ Do. on 1,800 for 11 do.	165				
	“ Do. on 1,800 for 8 do.	120				
	“ Do. on 1,800 for 5 do.	75				
	“ Do. on 1,800 for 2 do.	30	2,325	0	0	
			21,525	0	0	
	“ Batta 8 per Cent.		1,722	0	0	
			23,247	0	0	
	“ Intereſt from 1ſt Auguſt to 23d September 1788		343	1	8	23,590 1 8

“ 1782.		Brought over,		23,590 1 8
April.	Paid Mr. Alexander for Mr. Scott for the Rent of the Houſe occupied by the Governor General's Aid de Camp, from 28th May to 1ſt July 1771, is 1 M^{o} and 4 Days, at 260 S^{as} per Month —		294 10 6	
	“ Aſſeſſment for June 1781 — —		11 4 0	
		S^{as}	305 14 6	354 13 6
	“ Do. Mr. Fairfax Moreſby for the Rent of the Houſe occupied by the do. for May and June, at 350 Sic^{s} per Month, S^{as}		700 0 0	
	“ Batta 16 per Cent.		112 0 0	
				812 0 0
“ Dec.	Do. Meſſrs. Alexander and Colvin, Attornies to Mr. J. P. Scott, as per Bill for do. for January, February, March, and April, 1782, at 260 Sa^{s} per Month — —	1,040 0 0		
	“ Tax for 4 Months	45 0 0		
			1,085 0 0	
	“ Batta 16 per Cent.		173 9 6	
			1,258 9 6	
	“ Do. Mr. Fairfax Moreſby, as per Bill for do. for July, Auguſt, September, and October, 1782, at 350 Sa^{s} per Month, S^{a} R^{s} 1,400 or		1,624 0 0	
				2,882 9 6
“ 1783. June.	Do. Mr. F. Moreſby, as per Bill for do. from 1ſt November to 31ſt March 1783, is 5 Months, at 350 S^{as} per Month — —		1,750 0 0	
	Batta 16 per Cent.		280 0 0	
				2,030 0 0
	“ Due to Mr. Fairfax Moreſby for do. from 1ſt April to 31ſt December 1783, is 9 Months, at 350 S^{as} per Month, — — — S^{as}		3,150 0 0 or	3,654 0 0
			Current Rupees	33,323 8 0

“ Fort William, the 31ſt December 1783.

(Errors excepted)

W^{m} Larkin,
Act^{g} Att^{y} for the
Honble. Warren Haſtings.”

“ D U P L I C A T E.

“ An Account of Sums diſburſed by the Governor General for the Diet and other Charges of Pundits employed in compiling the Code of Hindoo Laws, for the Salaries of Perſons employed in tranſlating Books of the Mahommedan Law, and other Charges incidental to the ſame; and for the Wages and other Expences of the Madriſſa or Mahommedan Academy.

“ 1774. July.	Paid the undermentioned People for tranſlating the Futwah Alemgeeree, viz.			
	“ Golaum Yohya for June 1774	300 0 0		
	“ Meer Mahomed Hoſſen	250 0 0		
	“ Fauj o'Din — —	200 0 0		
	“ Sherreul Oola —	150 0 0		
			900 0 0	
	“ For tranſcribing fair :			
	“ Zewad Ullah —	75 0 0		
	“ Abdullah — —	75 0 0		
			150 0 0	
	“ A^{rs}		1,050 0 0	
	“ Batta 8 per Cent.		84 0 0	
				1,134 0 0

“ 1774.			
“ Aug.	Do. do. for July 1774 — —		1,134 0 0
“ Sept.	Do. do. Auguſt — —		1,134 0 0
“ Oct.	Do. do. September — —		1,134 0 0
“ Nov.	Do. do. October —	1,050 0 0	
	“ Mahomed Keamdy, Perſian Tranſlator, his Wages for 3 Months — — —	150 0 0	
	Ar^s	1,200 0 0	1,296 0 0
“ Dec.	Paid Perſian Tranſlators their Wages for November	1,134 0 0	
	“ Keamdy Perſian Tranſlator's Wages from 10th November to 30th inſtant, is 20 Days	35 15 6	1,169 15 0
“ 1775.			
“ Jan.	Do. the Perſian Tranſlators their Wages for December 1774 — — — — — —		1,188 0 0
“ Feb.	Do. do. — for January 1775 —		1,188 0 0
“ March.	Do. do. — for February —		1,188 0 0
“ April.	Do. do. — for March —		1,169 3 9
“ May.	Do. do. — for April —		1,134 0 0
“ June.	Do. do. — for May —		1,134 0 0
“ July.	Do. do. — for June —		1,134 0 0
	“ Do. the Bengal Tranſlators, for May, June, and July —		356 6 6
“ Aug.	Do. the Perſian Tranſlators their Wages for July 1775	1,134 0 0	
	“ Do. Mr. Halhed for Diet to the Pundits employed in tranſlating the Hindoo Code for July 1775	118 12 9	
	“ Do. Moonſhey's Allowance for July and Auguſt	64 12 9	
			1,317 9 6
“ Sept.	Do. the Perſian Tranſlators their Wages for Auguſt 1775 — — — —		1,134 0 0
“ Oct.	Do. do. for September 1775 —	1,134 0 0	
	“ Do. Mr. Halhed for Diet to the Pundits employed in tranſlating the Hindoo Code for September 1775	118 12 9	
			1,252 12 9
“ Nov.	Do. the Perſian Tranſlators for October and November 1775 — — — —	2,268 0 0	
	“ Do. Mr. Halhed for Pundits, for October —	118 12 9	
			2,386 12 9
“ Dec.	Do. do. for November — —		118 12 9
“ 1776.			
“ Jan.	Do. do. for December — —		118 12 9
	“ Do. the Perſian Tranſlators their Wages for December and January 1776 — — — —		2,268 0 0
“ Feb.	Do. the Perſian Tranſlators for February —	1,134 0 0	
	“ Do. Mr. Halhed for Pundits for January —	118 12 9	
			1,252 12 9
“ March.	Do. do. for February — —		118 12 9
“ April.	Do. do. for March — —		118 12 9
	“ Do. the Perſian Tranſlators Wages for March and April —		2,268 0 0
“ May.	Do. Mr. Halhed for Pundits for April —	118 12 9	
	“ Do. the Perſian Tranſlators for May —	1,134 0 0	
			1,252 12 9

“ 1776.				
“ June.	Paid Mr. Halhed for Pundits for May —		—	118 12 9
“ July,	Do. do. for June —		118 12 9	
	“ Do. the Perſian Tranſlators for June and July —		2,268 0 0	
				2,386 12 9
“ Aug.	Do. do. for Auguſt —		1,800 5 9	
	“ Do. Mr. Halhed for Pundits for July —		118 12 9	
				1,919 2 6
“ Sept.	Do. do. for Auguſt and September		237 9 6	
	“ Do. the Perſian Tranſlators for September —		1,134 0 0	
				1,371 9 6
“ Oct.	Do. do. for October —		—	1,134 0 0
“ Nov.	Do. the Perſian Tranſlators their Wages for this Month		1,134 0 0	
	“ Muſtapha Alley Cuſhnavies 200 —		216 0 0	
	“ Mr. Haldhed for Pundits for this Month —		118 12 9	
				1,468 12 9
	“ For binding Books and Papers —		—	41 9 3
“ Dec.	“ The Perſian Tranſlators their Wages for December		1,134 0 0	
	“ Muſtapha Alley Cuſhnavies —		216 0 0	
	“ Mr. Halhed for Pundits for November and December — —		237 9 6	
	“ For Two Quires of Coſmeree Paper for Books		13 8 0	
				1,611 1 6
“ 1777.				
“ Jan.	Paid the Perſian Tranſlators their Wages for this Month		1,134 0 0	
	“ Muſtapha Alley Cuſhnavies —		216 0 0	
				1,350 0 0
“ Feb.	“ The Perſian Tranſlators their Wages for this Month		1,134 0 0	
	“ Muſtapha Alley Cuſhnavies —		216 0 0	
	“ Mr. Halhed for Pundits for January —		118 12 9	
				1,468 12 9
	“ For 1 Book — Ars	150 8 0		
	“ 1 do. — —	42 0 0		
	“ 1 do. —	9 4 0		
			201 12 0 or	217 14 3
“ March.	The Perſian Tranſlators their Wages for this Month		1,134 0 0	
	“ Muſtapha Alley Cuſhnavies —		216 0 0	
	“ Mr. Halhed for Pundits Salary for February and March — —		237 9 6	
	“ For making Books — —		10 12 9	
				1,598 6 0
“ April.	The Perſian Tranſlators their Wages for this Month		1,134 0 0	
	“ Muſtapha Alley Cuſhnavies —		216 0 0	
	“ Mr. Halhed for Pundits Salary for this Month		118 12 9	
				1,468 12 9
“ May.	The Perſian Tranſlators their Wages for this Month		1,134 0 0	
	“ Muſtapha Alley Cuſhnavies —		216 0 0	
				1,350 0 0
“ June	The Perſian Tranſlators their Wages for this Month		1,134 0 0	
	“ Muſtapha Alley Cuſhnavies —		216 0 0	
	“ Mr. Halhed for Pundits for May —		118 12 9	
				1,468 12 9

“ 1777.			
“ July.	Paid Mr. Halhed for Pundits for June	118 12 9	
	“ The Perſian Tranſlators, their Wages for this Month	1,134 0 0	
	“ Muſtapha Alley Cuſhnavies	216 0 0	
			1,468 12 9
“ Auguſt.	Ditto ditto for this Month		1,468 12 9
“ Sept.	Ditto ditto		1,468 12 9
“ October.	Ditto ditto		1,468 12 9
“ Nov.	Ditto ditto		1,468 12 9
“ Dec.	Ditto ditto		1,468 12 9
	“ Mr. Halhed for Pundits Salary for December	118 12 9	
	“ The Perſian Tranſlators, their Wages for January	1,134 0 0	
	“ Muſtapha Alley Cuſhnavies	216 0 0	
	“ 1 Blank Book	158 3 6	
			1,627 0 3
“ 1778.			
“ February.	Mr. Halhed for Pundits for January	118 12 9	
	“ Muſtapha Alley Cuſhnavies for February	216 0 0	
			334 12 9
“ March.	Ditto for March	216 0 0	
	“ Mr. Halhed for Pundits Wages for February	118 12 9	
			334 12 9
“ April.	Ditto ditto for this Month		334 12 9
“ May.	Ditto ditto ditto		334 12 9
“ June.	Ditto ditto ditto		334 12 9
	“ Muſtapha Alley Cuſhnavies for this Month	216 0 0	
	“ 1 Blank Book	120 6 9	
			336 6 9
“ Auguſt.	Muſtapha Alley Cuſhnavies for this Month		216 0 0
“ Sept.	Ditto ditto ditto		216 0 0
“ October.	Ditto ditto ditto		216 0 0
“ Nov.	Ditto ditto ditto		216 0 0
“ Dec.	Ditto ditto ditto		216 0 0
“ 1779.			
“ January.	Ditto ditto ditto		216 0 0
“ February.	Ditto ditto ditto		216 0 0
“ March.	Ditto ditto ditto		216 0 0
“ April.	Ditto ditto ditto		216 0 0
“ May.	Ditto ditto ditto		216 0 0
“ June.	Ditto ditto ditto		216 0 0
“ July.	Ditto ditto ditto		216 0 0
“ Auguſt.	Ditto ditto ditto		216 0 0
“ Sept.	Ditto ditto ditto		216 0 0
“ October.	Ditto ditto ditto	216 0 0	
	“ Mowlavee Mudged O'Dien, for this Month,		
	“ Houſe Rent 100		
	“ Charges 300		
	Ars. 400 or	432 0 0	
			648 0 0

“ 1779.				
“ Nov.	Paid Muſtapha Alley Cuſhnavies for this Month		200 0 0	
	“ Mowlavee Mudged O'Dien for Houſe Rent for ditto — — — —		100 0 0	
		Ars. 300 0 0 or		324 0 0
“ Dec.	Muſtapha Alley Cuſhnavies for this Month —		216 0 0	
	“ Mowlavee Mudged O'Dien, his Wages for October and November laſt	600 0 0		
	Allowance of Scholars	400 0 0		
	Houſe Rent —	200 0 0		
		1,200 0 0		
	Deduct advanced him —	500 0 0		
		Ars. 700 0 0 or	756 0 0	
				972 0 0
“ 1780.				
“ January.	Muſtapha Alley Cuſhnavies, for this Month		216 0 0	
	“ Mowlavee Mudged O'Dien, his Wages for December and January —	600 0 0		
	“ Allowance of Scholars	400 0 0		
	“ Houſe Rent —	200 0 0		
		Ars. 1,200 0 0 or	1,296 0 0	
				1,512 0 0
“ Feb.	Muſtapha Alley Cuſhnavies for this Month		216 0 0	
	“ Mowlavee Mudged O'Dien, his Wages for this Month — —	300 0 0		
	“ Allowance of Scholars	200 0 0		
	“ Houſe Rent —	100 0 0		
		600 0 0 or	648 0 0	
				864 0 0
“ March.	Muſtapha Alley Cuſhnavies for this Month		216 0 0	
	“ Mowlavee Mudged O'Dien for this Month, Wages — Ars.	300 0 0		
	“ Allowance of Scholars	200 0 0		
	“ Houſe Rent —	100 0 0		
		600 0 0 or	648 0 0	
				864 0 0
“ April.	Ditto ditto ditto for this Month		—	864 0 0
“ May.	Ditto ditto ditto ditto	—	—	864 0 0
“ June.	Ditto ditto ditto ditto	—	—	864 0 0
“ July.	Ditto ditto ditto ditto	—	—	864 0 0
“ Auguſt.	Ditto ditto ditto ditto	—	—	864 0 0
“ Sept.	Ditto ditto ditto ditto	—	—	864 0 0
“ October.	Ditto ditto ditto ditto	—	—	864 0 0
“ Nov.	Ditto ditto ditto ditto	—	—	864 0 0
“ Dec.	Ditto ditto ditto ditto	—	—	864 0 0
				76,500 4 3
“ 1781.				
“ January.	Muſtapha Alley Cuſhnavies for this Month —		216 0 0	
	“ Mowlavee Mudged Dien for this Month, his Wages — Ar.	300 0 0		
	“ Allowance of Scholars	200 0 0		
	“ Houſe Rent —	100 0 0		
		600 0 0 or	648 0 0	
				864 0 0

" 1781.					
" Feb.	Paid Muſtapha Alley Cuſhnavies for this Month				864 0 0
" March.	Ditto ditto ditto ditto				864 0 0
" April.	Ditto ditto ditto ditto				864 0 0
" May.	Ditto ditto ditto ditto			864 0 0	
	" Mowlavey Mudged O'Dien for keeping another School for 25 Days, at 470 per Month		391 10 9		
	" Houſe Rent *a* 51 : 8 per Month		42 14 9		
			434 9 6		
	" Batta 8 per Cent.		34 12 3		
				469 5 9	
	" Given to Mowlavies Eſſop and Muſruf 2 Khillats, containing 4 P^s —		375 0 0 or	405 0 0	
					1,738 5 9
" June.	Muſtapha Alley Cuſhnavies for this Month			216 0 0	
	" Mowlavee Mudged O'Dien for keeping a School	200 0 0			
	" Wages —	300 0 0			
	" Houſe Rent	100 0 0			
			600 0 0		
	" Ditto for keeping another School	470 0 0			
	" Houſe Rent	51 8 0			
			521 8 0		
			1,121 8 0 or	1,211 3 6	
					1,427 3 6
	" Muſtapha Alley Cuſhnavies for the Month			216 0 0	
	" Mowlavee Mudged O'Dien for keeping a School	200 0 0			
	" Wages —	300 0 0			
	" Houſe Rent	100 0 0			
		600 0 0			
	" Ditto for keeping another School 470 0				
	" Houſe Rent 51 8				
		521 8 0			
			1,121 8 0 or	1,211 3 6	
					1,427 3 6
" Auguſt.	Ditto ditto ditto	—	—		1,427 3 6
" Sept.	Ditto ditto ditto	—	—		1,427 3 6
" October.	Ditto ditto ditto	—	—		1,427 3 6
" Nov.	Ditto ditto ditto	—	—		1,427 3 6
" Dec.	Ditto ditto ditto	—	—		1,427 3 6
" 1782.					
" January.	Ditto ditto ditto	—	—		1,427 3 6
" February.	Ditto ditto ditto	—	—		1,427 3 6
" March.	Ditto ditto ditto	—	—		1,427 3 6
" April.	Ditto ditto ditto	—	—		1,427 3 6
" May.	Ditto ditto ditto	—	—		1,427 3 6
" June.	Ditto ditto ditto	—	—		1,427 3 6
" July.	Ditto ditto ditto	—	—		1,427 3 6

“ 1782.						
“ July.	Paid Mowlovey Mudged O'Din for keeping a School	200 0				
	“ Wages	300 0				
	“ Houſe Rent	100 0				
			600 0			
	“ Do. do. for keeping another School	470 0				
	“ Houſe Rent	51 8				
			521 8			
				1,121 8 or	1,211 3 6	
	“ Making new Straw Cook Rooms and neceſſary Houſes at Madriſſa for Mowlavey Mudged O'Din and the Scholars A^{r}. 150 or				162 0 0	
	“ Muſtapha Alley Cuſhnavies for this Month				216 0 0	
						1,589 3 6
“ Auguſt.	Mowlavey Mudged O'Din, for keeping a School	200 0				
	“ Wages —	300 0				
	“ Houſe Rent	100 0				
			600 0			
	“ D. do. for keeping another School	470 0				
	“ Houſe Rent	51 8				
			521 8			
				1,121 8 or	1,211 3 6	
	“ Muſtapha Alley Cuſhnavies for this Month				216 0 0	
						1,427 3 6
“ Sept.	Muſtapha Alley Cuſhnavies for this Month				—	216 0 0
“ October.	To Moolavey Mudged O'Din, for keeping a School and Houſe Rent for laſt Month				1,211 3 6	
	“ Muſtapha Alley Cuſhnavies for this Month				216 0 0	
						1,427 3 6
“ Nov.	Muſtapha Alley Cuſhnavies for this Month				—	216 0 0
“ Dec.	Ditto ditto ditto				—	216 0 0
“ 1783.						
“ January.	Ditto ditto ditto				—	216 0 0
“ February.	Ditto ditto ditto				—	216 0 0
“ March.	Ditto ditto ditto				—	216 0 0
“ April.	Ditto ditto ditto				216 0 0	
	“ A Dorogah's Wages for 7 Months at 50 S^{a} R^{s} per Month for ſuperintending the Building —				406 0 0	
						622 0 0
“ May.	To Muſtapha Alley Cuſhnavies for this Month				—	216 0 0
“ June.	Ditto ditto ditto				216 0 0	
	“ To a Bengal Moonſhey for this Month S^{a} R^{s} or				69 9 6	
						285 9 6
“ July.	To Muſtapha Ally Cuſhnavies for this Month				216 0 0	
	“ To a Bengal Moonſhey for this Month S^{a} R^{s} 60 0 0 or				69 9 6	
						285 9 6

“ 1783.							
“ August.	Paid to a Bengal Moonſhey for this Month, —				285	9	6
“ Sept.	Ditto ditto ditto —	285	9	6			
	Bengal Paper and Ink for the Moonſhey	2	5	0			
					287	14	6
“ October.	Muſtapha Alley Cuſhnavies for this Month	216	0	0			
	“ A Bengal Moonſhey ditto —	69	9	6			
					285	9	6
“ Novem.	Ditto ditto ditto —				285	9	6
“ Decem.	Ditto ditto ditto —				285	9	6
					108,827	9	6
“ Deduct.							
“ 1782.							
“ August.	Received from the Khalſah Treaſury for the Allowance of the Mowlovies, &c. of the Madriſſa, from 1ſt May 1781, to 31ſt Auguſt 1782 —	20,258	10	3			
“ Decem.	Ditto ditto for October 1782 —	1,211	3	6			
					21,469	13	9
	Current Rupies				87,357	11	9

“ Fort William,
the 31ſt December 1783.

“ Errors excepted,
“ Wm Larkins, Acting Atty for the
Honble Warren Haſtings.”

“ DUPLICATE.

“ An Account of Sums diſburſed by the Governor for the Salary of Lieutenant Colonel Gilbert Ironſide, during the Period in which he acted as Military Secretary.

“ 1773.						
“ Jan. 15.	Paid his Salary from April to December 1772, Sa 4,950, or			5,494	8	0
“ Feb. 28.	Do. do. — —	for January 1773		619	6	0
“ March 30.	Do. do. — —	for February		559	7	0
“ April 30.	Do. do. — —	for March		619	6	0
“ May 31.	Do. do. — —	for April	540			
	Do. do. — —	for May	558			
			1,098			
		“ Batta 11 per Cent.	120			
				1,218	12	6
		“ Current Rupees		8,511	7	6

“ Fort William,
“ the 31ſt December 1783.

Errors excepted,

Wm Larkins, acting Attorney for the
Honble. Warren Haſtings.”

“ DUPLICATE.

“ An Account of Charges diſburſed in the Office of the Governor General, from 1ſt September 1772, to 1ſt January 1784.

“ 1773.				
	“ Paid Mr. Henry Griffith his Allowance from 1ſt September 1772, to the 30th June 1773, is 10 Months, at A. R. 150 per Month, is Arcot Rs 1500 — — — —	1,620	0	0
“ Jan.	2 Duftories from 19th to 31ſt Dec. 1772, at 6, 14 6 6, or —	15	9	0

" 1773.				
" April.	Bookbinders Attendance — — —			2 2 6
" June.	Do. do. do. — — —			14 6 8
	" Paid Mr. Henry Griffith his Allowance from 30th June to 31 Dec. 1773, is 6 Months, at 150 A. Rs per Month, is A. Rupees 900, or — — — —			972 0 0
" 1774.				
" Feb.	Mr. Bird, his Allowance from 1st October 1773, to the 1st of February 1774, is 4 Months, at 250 A. Rs per Month, A. Rs 1000, or — — —			1,080 0 0
	" 1 Duftories Wages for January and February 1774 —			10 12 9
" March.	1 Do. — — —		5 0 0	
	" 4 Do. — for 15 Days —		14 0 0	
	A. Rs.		19 or	20 8 3
" April.	1 Do. — — —		5 0 0	
	" 1 Do. from 17th January to 30th April is 3 Mo 13 D.		13 12 0	
	" 2 Do. — — —		14 0 0	
	" 1 Do. for 10 Days — —		2 5 3	
	" 1 Do. for 6 Days — —		1 6 6	
	A. Rs		36 7 9 or	39 6 6
" May.	6 Duftories for this Month — A. Rs		33 8 0 or	36 2 9
	" Paid Mr. Bird his Allowance from 1st February to 1st June 1774, is 4 Months, at 250 A. Rs per Month, is —	1000 0 0		
	" Paid Mr. Henry Griffith his Allowance from the 31st Dec. to the 30th June, 1774, is six Months at A. Rs 150 per Month, is	900 0 0		
	A. Rs	1900 0 0 or	2,052 0 0	
	" 6 Duftories for this Month	32 6 6 or	35 0 0	
				2,087 0 0
" July.	Bookbinders to bind Books —		17 6 3	
	" 5 Duftories for this Month A. Rs 28 0 0 or		30 3 9	
				47 10 0
" August.	Paid Mr. Henry Griffith his Allowance for July 1774 — A. Rs 150 or		162 0 0	
	" 5 Duftories for this Month 34 or		36 11 6	
				198 11 6
" Sept.	5 Do. do. — — A. Rs 30 15 6 or			33 7 3
" Oct.	Paid Mr. Henry Griffith his Allowance for August, September, and October 1774, at A. Rs 150 per Month, is A. Rs 450, or	486 0 0		
	" Do. Mr. Bird's from 1st June to 31st October, is 5 Months, at 250 per Month, is 1,250, or	1,350 0 0		
			1,836 0 0	
	" 5 Duftories for this Month A. Rs 34, or		36 11 6	
				1,872 11 6
" Nov.	Do. Mr. P. Laforte, his Allowance for this Month, Sa Rs 140, or — —		162 6 6	
	" 5 Duftories, A. Rs 41, or — —		44 4 6	
				206 11 0

" 1774.				
" Dec.	Paid Mr. Laforte his Allowance for this Month, Curr^{t} R^{s}		162 6 6	
	" 5 Duftories — — A. R^{s}	41, or	44 4 6	
			206 11 0	
	" Do. Mr. Henry Griffith his Allowance for November and December 1774 — — C. R^{s}		324 0 0	
				530 11 0
" 1775.				
" Jan.	Do. P. Laforte his Allowance for this Month —		162 6 6	
	" Do. Mr. Henry Griffith's Allowance —		162 0 0	
" Feb.	Do. Mr. W. H. Bird's Allowance for November and December 1774, at 250 per Month, A. R^{s}	500, or	540 0 0	
	" 5 Duftories for this Month —	41, or	44 4 6	
				908 11 0
	" Do. P. Laforte's Allowance for this Month —		162 6 6	
	" 6 Duftories — — —		44 4 6	
				206 11 0
	" Do. Mr. Bird's Allowance from 1st January to 1st April 1775, is 3 Months A. R^{s}	750 0 0		
	" Advanced Do. for April and May	500 0 0		
	A. R^{s}	1,250 0 0 or	1,350 0 0	
" March.	P. Laforte for this Month —		162 6 6	
	" 6 Duftories — —	41 0 0		
	" Bookbinders — —	1 1 3		
		42 1 3 or	4 5 7	
				1,557 13 6
" April.	Paid Mr. Henry Griffith his Allowance for February and March — —		324 0 0	
	" Do. P. Laforte for this Month — —		162 6 6	
	" Bookbinders Work —	0 7 0		
		41 0 0		
		41 7 0 or	44 12 0	
				531 2 6
" May.	Paid P. Laforte his Allowance for this Month		162 6 6	
	" Do. Henry Griffith; Do. for April and May		324 0 0	
	" W. H. Bird as an Advance of his Allowance for June, July, and August 1775, at Arcot Rupees 250 per Month	750 0 0 or	810 0 0	
	" 6 Duftories for this Month	41 0 0	44 4 6	
				1,340 11 0
" June.	P. Laforte his Allowance for this Month —		162 6 6	
	" Henry Ryean's Salary from 15th April to the 31st May 1775, at 200 S^{a} R^{s} per Month, is 300, or — —		348 0 0	
	" Thomas P. Broughton's Allowance from January to May 1775, at 100 S^{as}, is 500		580 0 0	
	" Henry Griffith's Allowance for this Month		162 0 0	
	" 6 Duftories for this M^{o} A. R^{s}	41 0 0		
	" Binding three Books —	4 5 0		
		45 5 0 or	48 15 0	
				1,301 5 6

" 1775.				
" July.	Paid P. Laferte his Allowance for this Month		162 6 6	
	" Henry Ryean's Allowance for June —		232 0 0	
	" Thos P. Broughton's is —		116 0 0	
	" Bookbinder — —	1 1 3		
	" 6 Duſtories for this Month	41 0 0		
	A. Rs	42 1 3	or 45 7 0	
				555 13 6
" Auguſt.	Paid P. Laferte his Allowance for this Month		162 6 6	
	" Henry Griffith's ditto for July		162 0 0	
	" Henry Ryean's is		232 0 0	
	" Binding 3 Books —	4 10 0		
	" 6 Duſtories for this Month	41 0 0		
	" A. Rs	45 10 0	or 48 15 6	
				605 6 0
" Sept.	Paid P. Laferte his Allowance for this Month		162 6 6	
	" Henry Ryean's ditto for Auguſt —		232 0 0	
	" Henry Griffith's Allowance for ditto —		162 0 0	
	" 6 Duſtories for this Month A. Rs	41 0 0	or 44 4 6	
				600 11 0
" Oct.	Paid P. Laferte's Allowance for this Month —		162 6 6	
	" Henry Ryean's ditto for September —		232 0 0	
	" B. Rodrigue's ditto from July 1772 to March 1773, is 9 Months a 300 Sa per Mo	2,700 0 0	or 3,132 0 0	
	" 6 Duſtories for this Month A. Rs	41 0 0	or 44 4 6	
				3,570 11 0
" Nov.	Paid Henry Ryean's Allowance for October and November — — —		464 0 0	
	" Mr. Bird's ditto from September to December, 4 Months at 250 per Month " A. Rs	1,000 0 0	or 1,080 0 0	
	" Mr. Thos Elwoods his Salary for October		174 0 0	
	" P. Laferte his Allowance for this Mo —		162 6 6	
	" 6 Duſtories for this Month	41 0 0		
	" Bookbinder and Silk	0 5 6		
	A. Rs	41 5 6	or 44 10 6	
				1,925 1 0
" Dec.	Paid Henry Ryean's Salary for this Month —		232 0 0	
	" Mr. Thos Elwood's ditto for November		174 0 0	
	" P. Laferte ditto for this Month		162 6 6	
	" 6 Duſtories —	41 0 0		
	" Bookbinder's Work and Gold Thread, &c — —	3 2 0		
	A. Rs	44 2 0	or 47 10 6	
				616 1 0
" 1776.				
" January.	Paid Henry Ryean's Salary for this Month		232 0 0	
	" T. M. Elwood's do. for December —		174 0 0	
	" P. Laferte do. for this Month — —		162 6 6	
	" 5 Duſtories do. do. A. Rs or —		38 14 0	
				607 4 6

" 1776.					
" February.	Paid Henry Ryean's Salary for this Month S^{a} Rupees	200 0 0	or	232 0 0	
	" Bryan Glover's Salary from November 1774 to February 1776, being 15 Months at 500 A. R^{s} per Month, is A. R^{s}	7,500 0 0			
	Batta 8 per Cent.	600 0 0			
				8,100 0 0	
	" Henry Griffith's Salary from September 1775 to February 1776, is 6 Months, at 150 per Month A. R^{s}	900 0 0	or	972 0 0	
	" Peter Laferte his Allowance for this Month			162 6 6	
	" 5 Duftories for this Month, A. R^{s}	36 0 0			
	" Bookbinders Work —	3 0 0			
	" A. R^{s}	39 0 0	or	42 2 0	9,508 8 6
	" Paid Mr. W. H. Bird his Allowance for January and February — — —			540 0 0	
	" Henry Griffith's Salary for this Month			162 0 0	
	" Henry Ryean's ditto — —			232 0 0	
	" Peter Laferte his Allowance — —			162 6 6	
	" 5 Duftories for this Month	36 0 0			
	" Silk — —	0 3 6			
		36 3 6	or	39 1 9	1,135 8 3
" April.	Paid Henry Ryean's Allowance for this Month			232 0 0	
	" Henry Griffith's — — —			162 0 0	
	" Bryan Glover's Allowance for February and March 1776 — — —			1,080 0 0	
	" 5 Duftories for this Month, A. R^{s}	36 0 0	or	38 14 0	
	" T. M. Elwood's Allowance for January, February, and March S^{a} Rup^{s}	450 0 0	or	522 0 0	
	" Peter Laferte his Allowance for this Month			162 6 6	2,197 4 6
" May.	Paid Henry Ryean's ditto — —			232 0 0	
	" Mr. Bird's Allowance for March and April, at 250 A. R^{s} per Month — — —			540 0 0	
	" Mr. Glover's Allowance for April and May, at 500 A. R^{s} per Month — —			1,080 0 0	
	" T. M. Elwood's Allowance for April			174 0 0	
	" B. Rodrigues his Allowance from 26th March to the 31st May 1776, is 2 Months 4 Days, a 200 per Month S^{a} R^{s}	426 10 8	or	494 15 9	
	" P Laferte his Allowance for this Month			162 6 6	
	" 5 Duftories for this Month, A. R^{s}	36 0 0	or	38 14 0	2,722 3 6
" June.	Paid Henry Ryean's Allowance for this Month			232 0 0	
	" Henry Griffith's for May — — —			162 0 0	
	" T. M. Elwood's — — —			174 0 0	
	" P. Laferte's for this Month — —			162 6 6	
	" Binding 2 Books A. R^{s}	2 7 8			
	" 4 Duftories for this Month	29 0 0			
		31 7 8	or	33 15 9	764 6 3

“ 1776.				
“ July.	Paid Henry Ryean's Allowance for this Month —		232 0 0	
	“ R. Rodrigues's Allowance for June —		232 0 0	
	“ Mr. Bird's ditto for May and June a 250 per Month — — —		540 0 0	
	“ Henry Griffith's Allowance for June —		162 0 0	
	“ T. M. Elwood's — — —		174 0 0	
	“ Peter Laferte's for this Month — —		162 6 6	
	“ Bookbinder's Work and Leather	1 2 0		
	“ 4 Duftories for this Month	29 0 0		
	A. Rˢ	30 2 0 or	32 8 6	
				1,534 15 0
“ Auguſt.	Paid Henry Ryean's Allowance for this Month		232 0 0	
	“ Dᵒ Henry Griffiths for July — —		162 0 0	
	“ B. Rodrigues — —		232 0 0	
	“ W. H. Bird's for July and Auguſt —		540 0 0	
	“ T. M. Elwood's for July — —		174 0 0	
	“ Bryan Glover's from June to Auguſt a 500 per Month A. Rˢ	1,500 0 0 or	1,620 0 0	
	“ Peter Laferte his Allowance for this Month		162 6 6	
	“ 4 Duftories Wages for this Month	29 0 0 or	31 5 0	
				3,153 11 6
“ Sept.	Paid Henry Ryean's Allowance for this Month		232 0 0	
	“ B. Rodrigue's Allowance for Auguſt		232 0 0	
	“ T. M. Elwood's — — —		174 0 0	
	“ Henry Griffith's for Auguſt and September, at 150 per Month A. Rˢ	300 0 0 or	324 0 0	
	“ P. Laferte his Allowance for this Month		162 6 6	
	“ Binding a Book —	1 10 0		
	“ Cotton, &c. for ſending Europe Packet — —	3 10 0		
	“ 4 Duftories Wages for this Month	29 0 0		
	A. Rˢ	34 4 0 or	36 15 9	
				1,161 6 3
“ Oct.	Paid Henry Ryean's Salary for this Month —		232 0 0	
	“ B. Glover's for September — —		540 0 0	
	“ T. M. Elwood's for ditto — —		174 0 0	
	“ B. Rodrigue's for ditto — —		232 0 0	
	“ Peter Laferte for this Month — —		162 6 6	
	“ Binding a Book —	1 12 0		
	“ 4 Duftories Wages for this Month	29 0 0		
	A. Rˢ	30 12 0 or	33 3 6	
				1,373 10 0
“ Nov.	Paid B. Glover's Salary for October —		540 0 0	
	“ T. M. Elwood's for ditto — —		174 0 0	
	“ Wm. H. Bird's for September and October		540 0 0	
	“ Henry Ryean's for this Month —		232 0 0	
	“ B. Rodrigue's for October —		232 0 0	
	“ Peter Laferte for this Month — —		162 6 6	
	“ Gurrah and Cotton to pack the Letters — —	3 0 0		
	“ 4 Duftories Wages for this Month	29 0 0		
	A. Rˢ	32 0 0 or	34 9 0	
				1,914 15 6

“ 1776.				
“ Dec.	Paid B. Glover's Allowance for November and December — — —		1,080 0 0	
	“ T. M. Elwood's Allowance for November		174 0 0	
	“ Henry Ryean's for this Month —		232 0 0	
	“ B. Rodrigue's for November — —		232 0 0	
	“ H. Griffith's for October and November		324 0 0	
	“ Peter Laferte's Allowance for this Month		162 6 6	
	“ 4 Duſtories Wages for this Month A. R^{s} 29 0 0 or		31 5 0	
				2,235 11 6
“ 1777.				
“ Jan.	Paid W. H. Bird's Allowance for November and December — — —		540 0 0	
	“ Henry Ryean's Allowance for this Month		232 0 0	
	“ T. M. Elwood's for December —		174 0 0	
	“ B. Rodrigue's for ditto — —		232 0 0	
	“ Peter Laferte's for ditto — —		162 6 6	
	“ Duſtories Wages for this Month A. R^{s} 29 0 0 or		31 5 0	
				1,371 11 6
“ Feb.	Paid Henry Ryean's Allowance for this Month		232 0 0	
	“ B. Glover's for January — —		540 0 0	
	“ T. M. Elwood's for ditto — —		174 0 0	
	“ B. Rodrigues for ditto — —		232 0 0	
	“ P. Laferte's for this Month — —		162 6 6	
	“ Samuel Hick his Allowance from 15th November 1776, to 31ſt January 1777, is 2 M^{o} 15 D. at 101 S^{a} Rupees per Month —		290 0 0	
	“ 4 Duſtories Wages for this Month A. R^{s} 29 0 0 or		31 5 0	
				1,661 11 6
“ March.	Paid Henry Ryean's Salary for this Month —		232 0 0	
	“ W^{m} H. Bird's for January and February —		540 0 0	
	“ B. Glover's for February and March —		1,080 0 0	
	“ T. M. Elwood's for February —		174 0 0	
	“ B. Rodrigue's for ditto — —		232 0 0	
	“ P. Laferte for March — —		162 6 6	
	“ A Ream of large Poſt —	14 0 0		
	“ Green Cloth, &c. to cover a Deſk	7 8 6		
	“ 8 Pen Knives — —	16 0 0		
	“ Gold Thread to bind ſome Papers	1 0 0		
		38 8 6		
	“ 4 Duſtories Wages for this Month	29 0 0		
	A. R^{s}	67 8 6	or 72 15 0	
				2,493 5 6
“ April.	Paid Henry Ryean's Allowance for this Month —		232 0 0	
	“ B. Glover's ditto ditto —		540 0 0	
	“ T. M. Elwood's ditto for March —		174 0 0	
	“ B. Rodrigue's ditto ditto —		232 6 6	
	“ P. Laferte's ditto for this Month —		162 6 6	
	“ Cotton, &c. for the Packet	6 2 0		
	“ Gold Thread for binding Books	2 0 0		
	“ Silk ditto —	0 2 0		
	“ Bookbinders Work —	6 14 0		
	“ Sand — —	1 4 0		
	“ Curwah for covering the Books	3 0 0		
	“ Iron File, and mending a Lanthorn	1 0 0		
	“ 4 Duſtories Wages for this Month	29 2 0		
	A. R^{s}	49 6 0	or 53 5 3	
				1,393 11 9

“ 1777. “ May.	Paid Henry Ryean's Allowance for this Month —		232 0 0	
	“ Wm H. Bird's for March and April —		540 0 0	
	“ T. M. Elwood's for April — —		174 0 0	
	“ B. Rodrigue's for April and May —		464 0 0	
	“ P. Laferte's for this Month — —		232 0 0	
	“ 4 Duſtories Wages ditto	A. Rs 29 0 0	or 31 5 0	
				1,673 5 0
“ June.	Paid Henry Ryean's Allowance for this Month		232 0 0	
	“ B. Glover's for May and June —		1,080 0 0	
	“ T. M. Elwood's for May — —		174 0 0	
	“ B. Rodrigues for June — —		232 0 0	
	“ Peter Laferte's ditto — —		232 0 0	
	“ Bookbinder's Work —	0 8 0		
	“ Silk — —	0 2 0		
	“ 4 Seers of Sand —	3 12 0		
	“ Wax Cloth for diſpatching Packet	5 3 0		
	“ 4 Duſtories Wages for this Month	29 0 0		
		A. Rs 38 9 0	or 41 10 3	
				1,991 10 3
“ July.	Paid Henry Ryean's Allowance for this Month		232 0 0	
	“ T. M. Elwood's for June — —		174 0 0	
	“ B. Rodrigue's for this Month —		232 0 0	
	“ Peter Laferte's ditto —		232 0 0	
	“ Cotton to pack up the Letters	1 1 3		
	“ 1 Dozen of Ink Powder —	6 0 0		
	“ 4 Duſtories Wages for this Month	29 0 0		
		A. Rs 36 1 3	or 38 13 3	
				908 13 3
“ Aug.	Paid T. M. Elwood's Allowance for July —		174 0 0	
	“ B. Glover's for July and Auguſt —		1,080 0 0	
	“ B. Rodrigue's for this Month —		232 0 0	
	“ Peter Laferte ditto —		232 0 0	
	“ 4 Duſtories Wages ditto	A. Rs 29 0 0	or 31 5 0	
				1,749 5 0
“ Sept.	Paid B. Glover's Allowance for this Month —		540 0 0	
	“ T. M. Elwood's for Auguſt —		174 0 0	
	“ P. Laferte's for this Month —		232 0 0	
	“ Mr. Touchet for 25 Reams of large Poſt as per Bill —	A. Rs 625 0 0		
	“ 1 Tolah of Silk —	0 2 0		
	“ 1½ Cubits of Gurrah for Packet	0 3 3		
	“ 4 Duſtories Wages for this Month — —	29 0 0		
		654 5 3	or 706 10 9	
				1,652 10 9
“ Oct.	Paid B. Glover's Allowance for this Month —		540 0 0	
	“ T. M. Elwood's for September —		174 0 0	
	“ P. Laferte's for this Month —		232 0 0	
	4 Duſtories Wages ditto	A. Rs 29 0 0	or 31 5 0	
				977 5 0
“ Nov.	Paid B. Glover's Allowance for this Month —		540 0 0	
	“ T. M. Elwood's ditto for October —		174 0 0	
	“ Peter Laferte's for this Month —		232 0 0	
	“ 4 Duſtories Wages	A. Rs 29 0 0	or 31 5 0	
				977 5 0

" 1777.						
" Dec.	Paid B. Glover's Allowance for this Month —				540 0 0	
	" T. M. Elwood's for November —				174 0 0	
	" Peter Laferte's for this Month —				232 0 0	
	" 4 Duftories Wages	A. R^s	29 0 0	or	31 5 0	
						977 5 0
" 1778.						
" Jan.	Paid Mr. Glover's Allowance for this Month —				540 0 0	
	" T. M. Elwood's for December —				174 0 0	
	" Peter Laferte's for this Month —				232 0 0	
	" 4 Duftories Wages ditto	A. R^s	29 0 0	or	31 5 0	
						977 5 0
" Feb.	Paid Mr. B. Glover's Allowance for this Month —				540 0 0	
	" T. M. Elwood's for January —				174 0 0	
	" Peter Laferte's for this Month —				232 0 0	
	" 4 Duftories Wages ditto	A. R^s	29 0 0	or	31 5 0	
						977 5 0
" March.	Paid B. Glover's Allowance for this Month —				540 0 0	
	" T. M. Elwood's for February —				174 0 0	
	" Peter Laferte's for this Month —				232 0 0	
	" 4 Duftories Wages	A. R^s	29 0 0	or	31 5 0	
						977 5 0
" April.	Paid B. Glover's Allowance for this Month —				540 0 0	
	" T. M. Elwood's for March —				174 0 0	
	" Peter Laferte's for this Month —				232 0 0	
	" Glue and Silk —		0 9 0			
	" 4 Duftories Wages for this Month		29 0 0			
		A. R^s	29 9 0	or	31 14 9	
						977 14 9
" May.	Paid B. Glover's Allowance for this Month —				540 0 0	
	" T. M. Elwood's for April —				174 0 0	
	" B. Rodrigue's for ditto —				232 0 0	
	" Peter Laferte's for this Month —				232 0 0	
	" 4 Duftories Wages —	A. R^s			34 9 0	
						1,212 9 0
" June.	Paid B. Glover's Allowance for this Month				540 0 0	
	" T. M. Elwood's for May —				174 0 0	
	" B. Rodrigue's ditto —				232 0 0	
	" Peter Laferte for this Month —				232 0 0	
	" Wax Cloth Gurrahs, &c.		2 12 3			
	" 5 Duftories Wages for this Month		39 0 0			
		A. R^s	41 12 3	or	45 1 9	
						1,223 1 9
" July.	Paid B. Glover's Allowance for this Month —				540 0 0	
	" T. M. Elwood's for June —				174 0 0	
	" B. Rodrigue's ditto — —				232 0 0	
	" P. Laferte's for this Month —				232 0 0	
	" 5 Duftories Wages	A. R^s	39 0 0	or	42 2 0	
						1,220 2 0
" Aug.	Paid B. Glover's Allowance for this Month —				540 0 0	
	" T. M. Elwood's for July —				174 0 0	
	" B. Rodrigue's ditto — —				232 0 0	
	" P. Laferte's for this Month —				232 0 0	
	" 5 Duftories Wages	A. R^s	39 0 0	or	42 2 0	
						1,220 2

“ 1778.				
“ Sept.	Paid B. Glover's Allowance for this Month —		540 0 0	
	“ T. M. Elwood's for Auguſt — —		174 0 0	
	“ B. Rodrigue's ditto — —		232 0 0	
	“ Peter Laferte's for this Month — —		232 0 0	
	“ 5 Duſtories Wages do. —	39 A. Rs or	42 2 0	
				1,220 2 0
“ Oct.	Paid B. Glover's Allowance for this Month —		540 0 0	
	“ T. M. Elwood's for September — —		174 0 0	
	“ B. Rodrigue's ditto — —		232 0 0	
	“ Peter Laferte's for this Month —		232 0 0	
	“ 1 Tolah of Gold Thread and 3 Tolahs of Silk — A. Rs	2 4 0		
	“ 5 Duſtories' Wages for this Month	39 0 0		
		41 4 0 or	44 8 9	
				1,222 8 9
“ Nov.	Paid B. Glover's Allowance for this Month —		540 0 0	
	“ T. M. Elwood's for October — —		174 0 0	
	“ B. Rodrigue's do. — — —		232 0 0	
	“ P. Laferte's for this Month — —		232 0 0	
	“ Silk and Gold Thread — A. Rs	2 2 6		
	“ 5 Duſtories Wages for this Month 39 0 0 or	42 2 0		
			44 4 6	
				1,222 4 6
“ Dec.	Paid Mr. B. Glover's Allowance for this Month —		540 0 0	
	“ T. M. Elwood's for November —		174 0 0	
	“ B. Rodrigue's for November and December —		464 0 0	
	“ P. Laférte's for this Month —		232 0 0	
	“ 1 Tolah of Gold Thread —	1 14 0		
	“ 5 Duſtories Wages for this Month	39 0 0		
		40 14 0 or	44 2 6	
				1,454 2 6
“ 1779.				
“ Jan.	Paid Mr. Glover's Allowance for this Month —		540 0 0	
	“ Peter Laferte's do. — — —		232 0 0	
	“ 5 Duſtories Wages do. A. Rs	39 0 0 or	42 2 2	
				814 2 0
“ Feb.	Paid B. Glover's Allowance for this Month		540 0 0	
	“ Peter Laferte's do. — —		232 0 0	
	“ B. Rodrigue's for January and February —		464 0 0	
	“ Gold Thread and Silk —	2 2 0		
	“ Mending a Key — —	0 5 0		
	“ 5 Duſtories Wages for this Month	39 0 0		
	A. Rs	41 7 0 or	44 12 0	
				1,280 12 0
“ March.	Paid Mr. B. Glover's Allowance for this Month —		540 0 0	
	“ Peter Laferte's do. — —		232 0 0	
	“ Gold Thread and Silk —	2 2 0		
	“ 5 Duſtories Wages for this Month	39 0 0		
	A. Rs	41 2 0 or	44 6 9	
				816 6 9

" 1779.					
" April.	Paid Mr. B. Glover's Allowance for this Month —			540 0 0	
	" Peter Laferte's do. — — —			232 0 0	
	" B. Rodrigue's for March and April —			464 0 0	
	" Silk and Cotton —	0 4 0			
	" 5 Duſtories Wages for this Month	39 0 0			
		39 4 0	or	42 6 3	
					1,278 6 3
" May.	Paid Mr. B. Glover's Allowance for this Month —			540 0 0	
	" Peter Laferte's do. — —			232 0 0	
	" B. Rodrigue's do. — —			232 0 0	
	" Duſtories Wages — A. Rs	24 4 0	or	26 3 0	
					1,030 3 0
" June.	Paid Peter Laferte's Allowance for this Month —			232 0 0	
	" B. Rodrigue's do. — — —			232 0 0	
	" Silk — —	0 6 0			
	" 5 Duſtories Wages —	39 14 0			
		40 4 0	or	43 7 6	
					507 7 6
" July.	Paid Laferte's Allowance for this Month —			232 0 0	
	" B. Rodrigue's do. — —			232 0 0	
	" Wax Cloth for a Paper Box —	1 0 0			
	" Silk — — —	0 4 0			
	" 1 Key for an Almeirn —	0 10 0			
	" Leather for a Book Cover —	0 9 0			
	" 5 Duſtories Wages for this Month	38 0 0			
	A. Rs	40 7 0	or	43 10 9	
					507 10 9
" Aug.	Paid Mr. B. Glover's Allowance for July and Auguſt			1,080 0 0	
	" Peter Laferte's for this Month — —			232 0 0	
	" B. Rodrigue's do. — — —			232 0 0	
	" 5 Duſtories Wages do. A. Rs	38 0 0	or	41 9 0	
					1,585 0 0
" Sept.	Paid Peter Laferte's Allowance for this Month —			232 0 0	
	" B. Rodrigue's do. — —			232 0 0	
	" Silk — — —	0 8 0			
	" 5 Duſtories Wages for this Month	38 0 0			
		38 8 0	or	41 9 3	
					505 9 3
" Oct.	Paid Mr. B. Glover's Allowance for September and October — — —			1080 0 0	
	" P. Laferte's for this Month — —			232 0 0	
	" B. Rodrigue's do. — — —			232 0 0	
	" 5 Duſtories Wages do. — A. Rs	38 0 0	or	41 9 0	
					1,585 0 9
" Nov.	Paid Mr. B. Glover's Allowance for this Month —			540 0 0	
	" Peter Laferte's for this Month — —			232 0 0	
	" B. Rodrigue's do. — —			232 0 0	
	" Mending a Paper Caſe —	0 9 0			
	" Silk — — —	0 4 0			
	" 5 Duſtories Wages for this Month	38 0 0			
		38 13 0	or	41 14 9	
					1,045 14 9

" 1779.					
" Dec.	Paid P. Laferte's Allowance for this Month —			232 0 0	
	" B. Rodrigue's — — —			232 0 0	
	" 5 Duſtories Wages do.	A. Rs 34 8 0	or	37 4 3	
					501 4 3
" 1780.					
" Jan.	Paid P. Laferte's Allowance for this Month —			232 0 0	
	" B. Rodrigue's — — — —			232 0 0	
	" Rattaining 2 Chairs	A. Rs. 0 10 0			
	" 5 Duſtories Wages —	35 14 6			
		A. Rs 36 8 6	or	39 7 3	
					503 7 3
" Feb.	Paid Laferte's Allowance for this Month —			232 0 0	
	" B. Rodrigue's — — —			232 0 0	
	" Silk — —	0 8 0			
	" 5 Duſtories Wages —	38 0 0			
		38 8 0	or	41 9 3	
					505 9 3
" March.	Paid P. Laferte's Allowance for this Month —			232 0 0	
	" B. Rodrigue's do. — — —			232 0 0	
	" Silk — —	0 2 0			
	" 5 Duſtories Wages —	38 0 0			
		A. Rs 38 2 0	or	41 2 9	
					505 2 9
" April.	Paid P. Laferte's Allowance for this Month —			232 0 0	
	" B. Rodrigue's — — —			232 0 0	
	" Silk — —	0 2 0			
	" 5 Duſtories Wages —	38 0 0			
		A. Rs 38 2 0	or	41 2 9	
					505 2 9
" May.	Paid Mr. B. Glover's Allowance from November 1779 to March 1780, is 5 Months, at 500 per Month —	A. Rs 2,500	or	2,700 0 0	
	" P. Laferte's Allowance for this Month			232 0 0	
	" B. Rodrigue's — — —			232 0 0	
	" Guzzy and Gunah — —	0 7 6			
	" 4 Bundles of Tape —	3 12 6			
	" 5 Duſtories Wages — —	38 0 0			
		42 4 0	or	45 10 0	
					3,209 10 0
" June.	Paid P. Laferte's Allowance for this Month —			232 0 0	
	" B. Rodrigue's — — —			232 0 0	
	" 5 Duſtories Wages	A. Rs 38 0 0	or	41 9 0	
					505 0 9
" July.	Paid Mr. S. Skardon from 1ſt September 1779 to June 1780, is 10 Months, at 300 per Month	" Sa Rs 3,000	or	3,480 0 0	
	" P. Laferte's Allowance for this Month —			232 0 0	
	" B. Rodrigue's — —			232 0 0	
	" Mending a Chair — —	0 14 0			
	" Tape — —	0 11 0			
	" 5 Duſtories Wages for this Month	38 0 0			
		A. Rs 39 9 0	or	42 11 9	
					3,986 11 9

“ 1780.					
“ Auguſt.	Paid Mr. P. Bowen's Allowance for May, June, and July 1780, at 300 Rs per Month, Sa Rups 900		or	1,044 0 0	
	“ J. M. Playdell do. do. do.			1,044 0 0	
	“ P. Laferte's Allowance for this Month —			232 0 0	
	“ B. Rodrigue's — — —			232 0 0	
	“ 5 Duſtories Wages	A. Rs 38 0 0	or	41 0 9	
					2,593 0 9
“ Sept.	Paid Laferte's Allowance for this Month —			232 0 0	
	“ B. Rodrigue's — — —			232 0 0	
	“ Cloth and Skin —	A. Rs 1 0 0			
	“ 5 Duſtories Wages —	38 0 0			
		39 0 0	or	42 2 0	
					506 2 0
“ Oct.	Paid P. Laferte's Allowance for this Month —			232 0 0	
	“ B. Rodrigue's — — —			232 0 0	
	“ Silk, &c. — —	0 7 0			
	“ 4 Duſtories Wages for this Month	26 0 0			
	A. Rs	26 7 0	or	28 8 9	
					492 8 9
“ Nov.	Paid P. Laferte's Allowance for this Month —			232 0 0	
	“ B. Rodrigue's — — —			232 0 0	
	“ J. M. Playdell's Allowance for Auguſt and September, Sa Rs 600 — —		or	696 0 0	
	“ Cloth — —	0 2 6			
	“ 4 Duſtories Wages for this Month	28 0 0			
	A. Rs	30 6 0	or	32 12 6	
					1,192 12 6
“ Dec.	Paid P. Laferte's Allowance for this Month —			232 0 0	
	“ B. Rodrigue's — — —			232 0 0	
	“ Samuel Skardon's for Auguſt, September, October, and November, at 300 per Month, Sa Rs 1,200 — —		or	1,392 0 0	
	“ Cloth — —	0 5 0			
	“ 4 Duſtories Wages for this Month	28 0 0			
		28 5 0	or	30 9 3	
					1,886 9 3
“ 1781.					
“ Jan.	Paid P. Laferte Allowance for this Month —			232 0 0	
	“ B. Rodrigue's do. do. do.			232 0 0	
	“ P. Bowen's Allowance from Auguſt to December 1780, is 5 Months, at 300 per Month, Sa Rs 1,500 — —		or	1,740 0 0	
	“ George Neſbit Thompſon's Allowance for October, November, and December 1780, at 300 Sa Rs 900 — — —		or	1,044 0 0	
	“ Silk, &c. — —	0 9 0			
	“ 4 Duſtories Wages for this Month	28 0 0			
		28 9 0	or	30 13 6	
					3,278 13 6

" 1781.					
" Feb.	Paid P. Laferte's Allowance for this Month —			232 0 0	
	" B. Rodrigue's — — —			232 0 0	
	" George Neſbit Thompſon's Allowance for January and February 1781 —			696 0 0	
	" Silk — —	0 3 0			
	" 4 Duſtories Wages for this Month	28 0 0			
		28 3 0	or	30 7 0	
					1,190 7 0
" March.	Paid P. Laferte's Allowance for March and April —			464 0 0	
	" B. Rodrigue's do. — —			464 0 0	
	" Cloth and Silk — —	0 9 0			
	" 4 Duſtories Wages for this Month	28 0 0			
		28 9 0	or	30 13 6	
					958 13 6
" May.	Paid Peter Laferte's Allowance for this Month —			232 0 0	
	" B. Rodrigue's do. — —			232 0 0	
	" G. N. Thompſon's for March and April —			696 0 0	
	" The following Writers who attended in Writing the Papers of the Europe Diſpatch by the Neptune:				
	" Marianor Victoriane, 54 Days, at 200 S^{a} R^{s} per Month —	360 0 0			
	" G. Bobjen for 14 Days —	93 5 4			
	" Robert Sloper for 41 Days —	273 5 4			
	" Reginaldo Abren 18 —	120 0 0			
	" Manuel Gomes 17 —	113 5 4			
	" George Rowe 12 —	80 0 0			
	" J. Peirara 16 — —	106 10 8			
	" Joſeph Bruce 20 — —	20 0 0			
	" Diego Pereira 9 — —	60 0 0			
	S^{a} R^{s}	1,226 10 8	or	1,422 14 9	
	" Silk — —	0 6 0			
	" Marble coloured Paper, ½ Quire	6 7 6			
	" 4 Duſtories Wages for April and May	56 0 0			
	A. R^{s}	62 13 6	or	67¼ 0 0	
					2,650 12 9
" June.	Paid B. Rodrigue's Allowance for this Month —			232 0 0	
	" P. Laferte's — — —			232 0 0	
	" Peter's Bower's, from January to June 1781, is 6 Months, at 300, is S^{a} R^{s} 1800 or —			2,088 0 0	
	" Thomas D. Abren, for 1 Month 4 Days, at 200 S^{a} — — —			262 15 0	
	" 4 Duſtories Wages for this Month	28 0 0	or	30 3 9	
					2,845 2 9
" July.	Paid P. Laferte's Allowance for this Month —			232 0 0	
	" B. Rodrigue's — —			232 0 0	
	" G. N. Thompſon's for May and June —			696 0 0	
	" Silk — —	0 4 0			
	" 3 Duſtories Wages for this Month	21 0 0			
		21 4 0	or	22 15 3	
					1,182 15 3
" Aug.	Paid P. Laferte's Allowance for this Month —			232 0 0	
	" B. Rodrigue's — — —			232 0 0	
	" 3 Duſtories Wages — A. R^{s}	21 0 0	or	22 10 6	
					456 10 6

“ 1781.					
“ Sept.	Paid P. Laferte's Allowance for this Month —			232 0 0	
	“ B. Rodrigue's — — —			232 0 0	
	“ 3 Duſtories Wages — A. Rs	21 0 0	or	22 10 6	
					486 10 6
“ Oct.	Paid P. Laferte's Allowance for this Month —			232 0 0	
	“ B. Rodrigue's — — —			232 0 0	
	“ 3 Duſtories Wages — A. Rs	21 0 0	or	22 10 6	
					486 10 6
“ Nov.	Paid P. Laferte's Allowance for this Month —			232 0 0	
	“ B. Rodrigue's — —			232 0 0	
	“ 3 Duſtories Wages — A. Rs	21 0 0	or	22 10 6	
					486 10 6
“ Dec.	Paid Ditto ditto ditto —			—	486 10 6
“ 1782.					
“ Jan.	Paid P. Laferte's Allowance for this Month —			232 0 0	
	“ B. Rodrigue's — —			232 0 0	
	“ Bookbinders, Silk, &c. —	1 10 0			
	“ 3 Duſtories Wages for this Month	21 0 0			
	A. Rs	22 10 0	or	24 7 0	
					488 10 0
“ Feb.	Paid P. Laferte's Allowance for this Month —			232 0 0	
	“ B. Rodrigue's — — —			232 0 0	
	“ Green Cloth for the Writing Table, 1¼ Yard — —	0 13 2			
	“ Glue — —	0 5 6			
	“ A Knife to cut Paper —	1 1 3			
	“ Cleaning Penknives —	0 6 3			
	“ A ſmall Lanthorn —	2 4 0			
	“ 3 Duſtories Wages for this Month	21 0 0			
	A. Rs	38 3 0	or	41 4 0	
					505 4 0
“ March.	Paid Laferte's Allowance for this Month —			232 0 0	
	“ B. Rodrigue's — —			232 0 0	
	“ Bowers's, from July 1781 to March 1782, being 9 Months, at 300 per Month S. Rs	2,700 0 0		2,700 0 0	
	5 Duſtories Wages for this Month	38 0 0	or	41 9 0	
					3,637 0 9
“ April.	Paid Laferte's Allowance for this Month —			232 0 0	
	“ B. Rodrigue's — —			232 0 0	
	“ Cloth, Bookbinder, &c. —	13 0 0			
	“ 5 Duſtories Wages —	38 13 0	or	41 14 9	
					505 14 9
“ May.	Paid Mr. P. Bower's Allowance for April —			348 0 0	
	“ Do. do. for May —			348 0 0	
	“ Rodrigue's do. do. —			232 0 0	
	“ P. Laferte's do. do. —			232 0 0	
	“ 5 Duſtories Wages — A. Rs	38 0 0	or	41 9 0	
					1,201 9 0
“ June.	Paid P. Laferte's Allowance for this Month —			232 0 0	
	“ B. Rodrigue's — —			232 0 0	
	“ Silk, Guzzy, Cloth, &c. —	0 10 9			
	“ 3 Duſtories Wages for 18 Days	14 6 3			
	“ 3 Do. do. 12 Days	9 9 9			
	“ 2 Do. do. for this Month	14 0 0			
	A. Rs	38 10 9	or	41 12 3	
					505 12 3

" 1782.					
" July.	Paid P. Bower's Allowance for June —			348 0 0	
	" B. Rodrigue's do. for July —			232 0 0	
	" P. Laferte's do. do. —			232 0 0	
	" 5 Duſtories Wages	A. Rs 38 0 0	or	41 0 9	
					853 0 9
" Aug.	Paid P. Bower's Allowance for July —			348 0 0	
	" G. N. Thompſon's, from January to Auguſt 1782, is 8 Months, a 300 per Month,	Sa Rs 2,400 0 0	or	2,784 0 0	
	" B. Rodrigue's Allowance for this Month			232 0 0	
	" P. Laferte's — —			232 0 0	
	" 3 Duſtories Wages	A. Rs 24 0 0			
	" 2 Do. for 15 Days —	11 7 0			
		A. Rs 35 7 0	or	38 4 3	
					3,634 4 3
" Sept.	Paid B. Rodrigue's Allowance for this Month			232 0 0	
	" P. Laferte's — —			232 0 0	
	" 3 Duſtories Wages —	24 0 0			
	" 1 Do. for 26 Days —	8 9 6			
		32 9 6	or	35 3 3	
					499 3 3
" Oct.	Paid B. Rodrigue's Allowance for this Month —			232 0 0	
	" P. Laferte's — — —			232 0 0	
	" 4 Duſtories Wages for this Month	A. Rs 34 0 0	or	36 11 6	
					500 11 6
" Nov.	Paid B. Rodrigue's Allowance for this Month —			232 0 0	
	" Laferte's do. — —			232 0 0	
	" Skins for covering Books —	6 0 0			
	" Cloth and Silk —	1 0 0			
	" 4 Duſtories Wages for this Month	34 0 0			
		A. Rs 41 0 0	or	44 4 6	
					508 4 6
" Dec.	Paid B. Rodrigue's Allowance for this Month			232 0 0	
	" P. Laferte's do. — —			232 0 0	
	" Bookbinder and Silk —	0 7 6			
	" 4 Duſtories Wages for this Month	34 0 0			
		34 7 6	or	37 3 6	
					501 3 6
" 1783.					
" Jan.	Paid P. Bower's Allowance from Auguſt to December 1782, is 5 Months, at 300 Rs per Month,	Sa Rs 1,500 0 0	or	1,740 0 0	
	" B. Rodrigue's Allowance for this Month			232 0 0	
	" P. Laferte's do. — —			232 0 0	
	" 2 Skins for binding Books	1 1 3			
	4 Duſtories Wages for this Month	34 0 0			
		A. Rs 35 1 3	or	37 14 3	
					2,241 14 3

“ 1783.					
“ Feb.	Paid P. Bower’s Allowance for January —			348 0 0	
	“ B. Rodrigue’s do. for February —			232 0 0	
	“ P. Laferte’s Allowance for this Month —			232 0 0	
	“ Baſta, 2 Cubits —	0 4 0			
	“ 4 Duſtories for this Month	34 0 0			
		34 4 0	or	36 15 9	
					848 15 9
“ March.	Paid P. Bower’s Allowance for February —			348 0 0	
	“ B. Rodrigue’s do. for this Month —			232 0 0	
	“ P. Laferte’s do. —			232 0 0	
	“ Silk and Bookbinder’s Work	0 14 3			
	“ 4 Duſtories Wages for this Month	34 0 0			
		34 14 3	or	37 11 0	
					849 11 0
“ April.	Paid P. Bower’s Allowance for March —			348 0 0	
	“ B. Rodrigue’s do. for this Month —			232 0 0	
	“ P. Laferte’s do. — —			232 0 0	
	“ 4 Duſtories Wages A. R^s	34 0 0	or	36 11 6	
					848 11 6
“ May.	Paid P. Bower’s Allowance for April —			348 0 0	
	“ B. Rodrigue’s do. for this Month —			232 0 0	
	“ P. Laferte’s do. — —			232 0 0	
	“ Leather and Cloth for binding Books	0 1 0			
	“ 4 Duſtories Wages for this Month	34 0 0			
		34 1 0	or	36 11 6	
					848 11 6
“ June.	Paid B. Rodrigue’s Allowance for this Month			232 0 0	
	“ P. Laferte’s do. — —			232 0 0	
	“ Wax, Cloth and Baſtah —	2 2 6			
	“ 4 Duſtories Wages for this Month	34 2 0			
	A. R^s	36 2 6	or	39 0 9	
					503 0 9
“ July.	Paid B. Rodrigue’s Allowance for July —			232 0 0	
	“ P. Laferte’s do — —			232 0 0	
	“ A ſmall ſquare Lanthorn —	2 8 0			
	“ Silk, Gurras, &c. —	1 0 0			
	“ 4 Duſtories Wages for July	34 0 0			
		37 8 0	or	40 8 0	
					504 8 0
“ Aug.	Paid P. Laferte’s Allowance for this Month —			232 0 0	
	“ B. Rodrigue’s do. — —			232 0 0	
	“ 1 Glaſs Ink Pot —	0 13 0			
	“ 1 Pair of Snuffers —	1 1 3			
	“ Silk and Guzzy, Cloth, &c.	0 13 9			
	“ 4 Duſtories Wages for this Month	34 0 0			
	A. R^s	36 12 0	or	39 11 0	
					503 11 0

“ 1783.					
“ Sept.	Paid Mr. P. Bower's Allowance for May, July, and Auguſt, a 300 S^{a} R^{s}	1,200 0 0	or	1,392 0 0	
	“ P. Laferte's Allowance for this Month			232 0 0	
	“ B. Rodrigue's do.			232 0 0	
	“ 1 Red Skin for covering a Book	0 8 0			
	“ 4 Duſtories Wages for this Month	34 0 0			
	A. R^{s}	34 8 0	or	37 4 3	
					1,893 4 3
“ Oct.	Paid Mr. Bower's Allowance for Sept. and Oct. S^{a} R^{s}	600 0 0	or	696 0 0	
	“ B. Rodrigue's do. for this Month			232 0 0	
	“ P. Laferte's do.			232 0 0	
	“ 4 Duſtories Wages for this Month A. R^{s}	34 0 0	or	36 11 6	
					1,196 11 6
“ Nov.	Paid B. Rodrigue's his Allowance for this Month			232 0 0	
	“ P. Laferte's do.			232 0 0	
	“ Cloth and Red Skin for binding Books	0 12 9			
	“ 4 Duſtories Wages for this Month	34 0 0			
		34 12 9	or	37 9 3	
					501 9 3
“ Dec.	Paid P. Bowers his Allowance for November			348 0 0	
	“ B. Rodrigue's do. for December			232 0 0	
	“ P. Laferte's do. do.			232 0 0	
	“ Silk for binding Books	0 4 0			
	“ 4 Duſtories Wages for this Month	34 0 0			
		34 4 0	or	36 15 9	
					848 15 9
	“ Current Rupees				1,49,870 11 9

“ Fort William,
the 31ſt December 1783.

(Errors excepted.)

“ W^{m} Larkins,
Acting Attorney for the
Honourable W. Haſtings Eſq.”

“DUPLICATE.

“ Abſtract of various Charges diſburſed by the Governor General, from 13th April 1772 to 1ſt of January 1784, for the Service of the Honourable Company, not before carried to their Account.

“ An Account of Sums diſburſed by the Governor General for the Salary of Lieutenant-colonel Gilbert Ironſide during the Period in which he acted as Military Secretary	8511 7 6
“ An Account of Charges diſburſed in the Office of the Governor General, from 1ſt September 1772 to 1ſt January 1784	1,49,870 11 9
“ An Account of Sums diſburſed by the Governor General for the Hire of Houſes occupied by his Aides de Camp, from 1ſt December 1775 to 1ſt January 1784	33,323 8 8
“ An Account of Sums diſburſed by the Governor General for the Diet and other Charges of Pundits employed in compiling the Code of Hindoo Laws; for the Salaries of Perſons employed in tranſlating Books of the Mahommedan Law, and other Charges incidental to the ſame; and for the Wages and other Expences of the Madriſſa, or Mahommedan Academy	87,357 11 9
“ An Account of Sums diſburſed for Budgerows and Boats for the Governor General's Uſe	59,156 5 9
“ Current Rupees	3,38,219 13 5

“ Fort William,
the 31ſt December 1783.

“ (Errors excepted.)

“ W^{m} Larkins,
Acting Attorney for the
Honourable Warren Haſtings Eſq.”

“DUPLICATE.

“ Account of Sums disbursed for Budgerows and Boats for the Governor General's Use.

“ 1781.	Mary Yacht.			
“ March.	Bought from Captain Thornhill, as per Bill — — Sa	8,000 0 0		
	“ Batta 16 per Cent.	1,280 0 0		
			9,280 0 0	
	“ Repairing and Stores, supplied by Captain Sampson, as per Bills,			
	“ In June 1781	1,310 6 6		
	“ July	2,012 3 9		
	“ December 1782	2,806 14 9		
	“ July 1783	1,706 13 3		
	“ August	4,200 14 0		
		12,037 4 3		
	“ Due to the Estate of the late Captain Sampson on this Account —	303 5 0		
			12,340 9 3	21,620 9 3
	“ New Budgerow.			
	“ Amount of Mr. David Cuming's Bill for building the same Sa	28,018 9 0		
	“ Batta 16 per Cent.	4,482 15 6		
			32,501 8 6	
	“ Paid Mr. W. Williams, as per Bill, for 1 Pair Vase Lamps, Sa	70 2 0		
	“ Batta 16 per Cent.	11 3 6		
			81 5 6	
	“ Due to the Estate of the late Captain Sampson for Sundries supplied to do. —		630 1 6	
				33,212 15 6
“ 1783.	Charges since incurred.			
“ June.	500 Dunnah Mats — — —			34 12 9
“ July.	A small Lanthorn	1 8 0		
	“ 1 Carpet —	4 0 0		
	“ 1 Chest —	2 0 0		
	“ Gurrey Cloth —	0 7 0		
	“ Oil — —	0 4 0		
	“ Making 2 Curbah Covering Cloths	23 10 0		
		31 13 0	or 36 14 3	
	“ Wages to 1 Larang, for July 1783	15 0 0		
	“ 11 Lascars	77 0 0		
	“ 1 Wooluck hired to attend the Budgerow in going to Chinsurah	26 11 0		
	“ A. Rs	118 11 0	or 128 2 9	165 1 0

" 1783.					
" Aug.	Wages for this Month:				
	" To 1 Larong	15 0 0			
	" 11 Lascars	77 0 0			
	" 1 Wooluck hired to attend the Budgerow	44 8 0			
	" Lamp Oil —	0 6 6			
	" Towels, 12 —	1 3 6			
			138 2 0		
			11 0 9		
				149 2 9	
" Sept.	Wages for this Month				
	" To 1 Larong	12 0 0			
	" 11 Lascars	77 0 0			
	A. Rs	89 0 0	or 82 9 0		
	" 1 Manjee, from 19th June to 30th September, is 3 Months and 12 Days, at 8 per Month A. Rs	27 3 0	or 25 2 9		
	" 2 Golooyeas, for Do at 8 —	27 3 0	or 25 2 9		
	" 32 Dandies, for Do, at 96 per Month		326 6 9		
			459 5 3		
	" Deduct paid by Mr. Cuming		100 0 0		
			359 5 3		
	" 1 Dorogah, from 24th June to 30th September, is 3 Months 7 Days, at 10 per Month —	32 5 3	or 30 0 0		
	" 1 Frosh, from Do to Do, at 5 —	16 2 9	or 15 0 0		
	" 1 Wooluck hired to attend the Budgerow A. Rs	46 0 0	or 42 11 0		
				447 0 3	
	" Batta 16 per Cent.			71 8 3	
					518 8 6
" Oct.	Wages for this Month:				
	" To 1 Larong — —		12 0 0		
	" 11 Lascars — —		77 0 0		
	" 1 Manjee — —		8 0 0		
	" 2 Golooyeas — —		8 0 0		
	" 32 Dandies — —		103 8 0		
	" 1 Dorogah — —		10 0 0		
	" 1 Frosh — —		5 0 0		
	" Lamp Oil — —		0 4 0		
	" 1 Wooluck hired to attend the Budgerow for 14 Days —		20 1 0		
				243 13 0	
	" Batta 8 per Cent.			19 8 0	
					263 5 0
	" Charges since incurred.				
" Nov.	Wages for this Month:				
	" To 1 Larong	12 0 0			
	" 11 Lascars	77 0 0			
	" 1 Manjee —	8 0 0			
	" 2 Golooyeas	8 0 0			
	" 32 Dandies —	103 8 0			
	" 1 Dorogah	10 0 0			
	" 1 Frosh —	5 0 0			
	" Lamp Oil —	0 4 3			
			223 12 3		
	" Batta 8 per Cent.		17 14 6		
				241 10 9	

“ 1783.				
“ Dec. Wages for this Month:				
“ To 1 Larang	12 0 0			
“ 11 Laſcars	77 0 0			
“ 1 Manjee	8 0 0			
“ 2 Golooyeas	8 0 0			
“ 32 Dandies	103 8 0			
“ 1 Dorogah	10 0 0			
“ 1 Froſh	5 0 0			
“ Lamp Oil	0 4 3			
		223 12 3		
“ Batta 8 per Cent.		17 14 6		
			241 10 9	
				1,614 3 6
“ Amount of Mr. Griffith’s Bill for a Budgerow, purchaſed from him on June 1781 S^{a}		2500 0 0		
“ Deduct the Amount at which ſhe was ſold by public Auction — — S^{a}		165 0 0		
			2335 0 0	
“ Batta 16 per Cent.			373 9 6	
				2,708 9 6
“ Fort William, “ the 19th January 1784. Current Rupees				59,156 5 9”)(a) §

Read, the following Extract from Mr. Haſtings’ written Defence delivered in at the Bar of the Houſe of Commons, beginning at Page 367 of the ſame.

“ The laſt Part of the Charge ſtates, that in my Letter to the Court of Directors of the 21ſt of February 1784, I have confeſſed to have received another Sum of Money, the Amount of which is not declared; but which, from the Application of it, could not be leſs than thirty-four thouſand Pounds Sterling, &c.—In the Year 1783, when I was actually in Want of a Sum of Money for my private Expences, owing to the Company not having at that Time ſufficient Caſh in their Treaſury to pay my Salary, I borrowed Three Lacks of Rupees of Rajah Nobkiſſen, an Inhabitant of Calcutta, whom I deſired to call upon me with a Bond properly filled up—he did ſo; but, at the ſame Time I was going to execute it, he entreated, I would rather accept the Money than execute the Bond: I neither accepted the Offer nor refuſed it; and my Determination upon it remained ſuſpended between the Alternative of keeping the Money as a Loan to be repaid, and of taking it and applying it, as I had done other Sums, to the Company’s Uſe; and there the Matter reſted till I undertook my Journey to Lucknow, when I determined to accept the Money for the Company’s Uſe, and theſe were my Motives; having made Diſburſements from my own Caſh for Services which, though required to enable me to execute the Duties of my Station, I had hitherto omitted to enter into my Public Accounts, I reſolved to reimburſe myſelf in a Mode moſt ſuitable to the Situation of the Company’s Affairs, by charging theſe Diſburſements in my Durbar Accounts of the preſent Year, and crediting them by a Sum privately received, which was this of Nobkiſhen’s. If my Claims upon the Company were not founded in Juſtice, and bona fide due, my Acceptance of three Lacks of Rupees from Nobkiſhen by no Means precludes them from recovering that Sum from me. No Member of this Honourable Houſe ſuſpects me, I hope, of the Meanneſs and Guilt of preſenting falſe Accounts. I have never benefited by contingent Charges, or by retaining the Money of the Publick in my own Poſſeſſion for my private Emolument.”

The Managers for the Commons ſtated, that the next Paper they ſhould produce contained a Demand made by the Court of Directors of a further Explanation of the Subject in Queſtion.”

Read, from Book 211, already delivered in, the following “ Extract of a Letter from the Court of Directors to the Governor General and Council at Fort William in Bengal, dated 16th March 1784.”

“ Par. 47. We have conſidered the Letters from the Governor General of the 20th January, 22d May, and 16th December 1782, relative to Preſents, together with the Account which accompanied the Letter of the 22d May.—Although it is not our Intention to expreſs any Doubt of the Integrity of our Governor-General, on the contrary, after having received the Preſents, we cannot avoid expreſſing our Approbation of his Conduct, in bringing them to the Credit of the Company; yet we muſt confeſs the Statement of thoſe Tranſactions appears to us in many Parts ſo unintelligible, that we feel ourſelves under the Neceſſity of calling on the Governor General for an Explanation agreeable to his Promiſe, voluntarily made to us. We therefore deſire to be informed of the different Periods when each Sum was received, and what were the Governor General's Motives for withholding the ſeveral Receipts from the Knowledge of the Council, or of the Court of Directors, and what were his Reaſons for taking Bonds for Part of theſe Sums, and for paying other Sums into the Treaſury as Depoſits on his own Account.

(a) Vide Appendix, N° XL.

" Signed at the End,

Joſeph Sparks,	Nath. Smith,
J. Smith,	W. Devaynes,
Jacob Boſanquet,	John Roberts,
Thoˢ Parry,	L. Sullivan,
George Tatem,	W. Benſley,
Lionel Darell,	John Hunter,
Rᵈ Hall,	Jnᵒ Michie."

To prove that the above Letter of the 16th of March 1784, was received at Bengal,

Read, from Book 220, the following Extract of a Conſultation of the 28th of Auguſt 1784.

" Fort William, 28th Auguſt 1784.

Saturday.

" At a Council; Preſent,

" John Macpherſon,
John Stables, } Eſquires.

" The Governor General abſent at Lucnow.
" Mr. Wheler abſent on the River.

" The Surprize Packet being arrived, is opened, and found to contain 4 General Letters from the Court of Directors, Three under Date the 16th March, and One of the 23d April; alſo ſundry other Papers agreeably to the Liſt of Packet.

" Agreed to adjourn till Monday next for the Peruſal of the above Letters, and for iſſuing ſuch Orders upon them as may be neceſſary.

" John Macpherſon,
John Stables."

It was agreed on both Sides that Mr. Haſtings, at the Time of the Receipt of the above-mentioned Letter, was abſent at Lucknow; that he afterwards returned to Calcutta, and took his Seat at the Board about the 5th of November 1784, and departed for England ſome Time in the Month of February following, 1785.

The Managers for the Commons ſtated, they ſhould next produce a Letter from Mr. Haſtings, bearing date the 17th of January 1785.

Read, from Book 219, the following Extract of a Conſultation of the 17th of January 1785, beginning at Page 369 of the ſame.

" Fort William, the 17th January 1785.

Gen. Dept.
Monday.

" At a Council; Preſent,
" The Honourable Warren Haſtings Eſquire,
" John Macpherſon,
and
John Stables, } Eſquires.

" The following Minutes recorded in the Political Department on the 13th inſtant, having been transferred to this Department, are now entered, and the neceſſary Orders iſſued thereupon.

" Read, two Letters from the Governor General, as follow:

" Honourable Sir and Sirs,

Gov. General. " I herewith beg leave to deliver up the three Company's Intereſt Notes alluded to in the following Extract of an Account which accompanied my Letter to the Honourable Secret Committee of the Honourable Court of Directors of 22d May 1782.

"1780.
Oct.

" The following Sums were paid into the Treaſury, and Bonds granted for the ſame, in the Name of the Governor General, in whoſe Poſſeſſion the Bonds remain, with a Declaration upon each, endorſed, and ſigned by him, that he has no Claim on the Company for the Amount either of Principal or Intereſt, no Part of the latter having been received.

“ One Bond, dated 1ſt October 1780.		N° 1539	1,16,000	
“ One	2d	N° 1540	1,16,000	
“ One	23 Novemʳ	N° 1354	1,74,000	
				4,06,000

“ And am to requeſt that the Honourable Board will be pleaſed to direct the Accountant General to transfer the ſame from my Credit upon the Honourable Company's Intereſt Books to the Company's, which will be a Reduction of Current Rupees 5,42,003 : 8 : 9, in the Amount of the Principal and Intereſt of the bonded Debt of this Preſidency on 31ſt Ultimo.

“ I am alſo to requeſt that the Accountant General may be directed to transfer the Sum of Current Rupees, 2,38,715 : 2 : 3, which now ſtands to my Credit upon the Depoſit Books to the Company's, the ſame being the Amount of the Second Article of the Account before adverted to, which will conſequently reduce the Amount which now appears due from the General Treaſury for Depoſits.

“ In cloſing this Addreſs I have but to aſſure the Honourable Board, that the Honourable Company have had Credit for every other Article and Sum contained in the Account before mentioned.

“ Fort William, 17th January 1785. I have the Honour to be, &c.
(Signed) “ Warren Haſtings.
“ And at the End of the Conſultation,
“ John Macpherſon,
John Stables.”

The Managers for the Commons ſtated, they ſhould next produce a Letter from Mr. Haſtings to the Court of Directors, dated Cheltenham, 11th July 1785, in anſwer to the above mentioned Letter of the 16th March 1784, requiring a further Explanation of the Tranſaction in Queſtion.

Read, the ſame from an original Paper already delivered in (*a*), as follows.

“ William Devaynes Eſquire, Chairman of the Honourable the Court of Directors.

“ Sir,

“ The Honourable Court of Directors, in their General Letter to Bengal by the Surpriſe, dated the 16th March 1784, were pleaſed to expreſs their Deſire, that I ſhould inform them of the Periods when each Sum of the Preſents mentioned in my Addreſs of the 22d May 1782, was received; what were my Motives for withholding the ſeveral Receipts from the Knowledge of the Council, or of the Court of Directors; and what were my Reaſons for taking Bonds for Part of theſe Sums, and for paying other Sums into the Treaſury as Depoſits on my own Account.

“ I have been kindly apprized, that the Information required as above is yet expected from me. I hope that the Circumſtances of my paſt Situation, when conſidered, will plead my Excuſe for having thus long withheld it. The Fact is, that I was not at the Preſidency when the Surprize arrived; and when I returned to it, my Time and Attention were ſo entirely engroſſed to the Day of my final Departure from it, by a Variety of other more important Occupations, of which, Sir, I may ſafely appeal to your Teſtimony, grounded on the large Portion contributed by myſelf, of the Volumes which compoſe our Conſultations of that Period, that the Submiſſion, which my Reſpect would have enjoined me to pay to the Command impoſed on me, was loſt to my Recollection, perhaps from the ſtronger Impreſſion which the firſt and diſtant Peruſal of it had left on my Mind, that it was rather intended as a Reprehenſion, for ſomething which had given Offence in my Report of the original Tranſaction, than as expreſſive of any Want of a further Elucidation of it.

“ I will now endeavour to reply to the different Queſtions which have been ſtated to me, in as explicit a Manner as I am able. To ſuch Information as I can give, the Honourable Court is fully entitled; and where that ſhall prove defective, I will point out the eaſy Means by which it may be rendered more complete.

“ Firſt, I believe I can affirm with Certainty, that the ſeveral Sums mentioned in the Account tranſmitted with my Letter above mentioned, were received at, or within a very few Days of the Dates which are prefixed to them in the Accounts. But as this contains only the groſs Sums, and each of theſe was received in different Payments, though at no great Diſtance of Time, I cannot therefore aſſign a greater Degree of Accuracy to the Account. Perhaps the Honourable Court will judge this ſufficient for any Purpoſe to which their Inquiry was directed; but if it ſhould not be ſo, I will beg leave to refer for a more minute Information, and for the

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(*a*) Vide ſupra, Page 553.

Means of making any Inveſtigation which they may think it proper to direct, reſpecting the Particulars of this Tranſaction, to Mr. Larkins your Accountant General, who was privy to every Proceſs of it, and poſſeſſed, as I believe, the original Paper which contained the only Account that I ever kept of it. In this each Receipt was, as I recollect, ſpecifically inſerted with the Name of the Perſon by whom it was made; and I ſhall write to him to deſire that he will furniſh you with the Paper itſelf, if it is ſtill in Being, and in his Hands, or with whatever he can diſtinctly recollect concerning it.

“ For my Motives for withholding the ſeveral Receipts from the Knowledge of the Council, or of the Court of Directors, and for taking Bonds for Part of theſe Sums, and paying others into the Treaſury as Depoſits on my own Account, I have generally accounted in my Letter to the Honourable the Court of Directors, of the 22d May 1782; namely, that ‘ I either choſe to conceal ‘ the firſt Receipts from publick Curioſity, by receiving Bonds for the Amount; or poſſibly acted ‘ without any ſtudied Deſign which my Memory, at that Diſtance of Time, could verify; and that ‘ I did not think it worth my Care, to obſerve the ſame Means with the reſt.’ It will not be expected, that I ſhould be able to give a more correct Explanation of my Intentions, after a Lapſe of Three Years, having declared at the Time that many Particulars had eſcaped my Remembrance; neither ſhall I attempt to add more than the clearer Affirmation of the Facts implied in that Report of them, and ſuch Inferences as neceſſarily, or with a ſtrong Probability, follow them. I have ſaid, that the Three firſt Sums of the Account were paid into the Company's Treaſury without paſſing through my Hands. The Second of theſe was forced into Notice by its Deſtination and Application to the Expence of a Detachment, which was formed and employed againſt Mahdajee Scintia, under the Command of Lieutenant Colonel Carnac, as I particularly appriſed the Court of Directors, in my Letter of the 29th December 1780. The other Two were certainly not intended, when I received them, to be made publick, though intended for publick Service, and actually applied to it. The Exigencies of the Government were at that Time my own, and every Preſſure upon it reſted with its full Weight upon my Mind. Wherever I could find allowable Means of relieving thoſe Wants, I eagerly ſeized them; but neither could it occur to me as neceſſary, to ſtate on our Proceedings every little Aid which I could thus procure, nor do I know how I could have ſtated it, without appearing to court Favour by an Oſtentation which I diſdained, nor without the Chance of exciting the Jealouſy of my Colleagues by the conſtructive Aſſertion of a ſeparate and unparticipated Merit derived from the Influence of my Station, to which they might have laid an equal Claim: I ſhould have deemed it particularly diſhonourable to receive, for my own Uſe, Money tendered by Men of a certain Claſs, from whom I had interdicted the Receipt of Preſents to my Inferiors, and bound them by Oath not to receive them: I was therefore more than ordinarily cautious to avoid the Suſpicion of it, which would ſcarcely have failed to light upon me had I ſuffered the Money to be brought directly to my own Houſe, or to that of any Perſon known to be in Truſt for me; for theſe Reaſons I cauſed it to be tranſported immediately to the Treaſury. There I well know, Sir, it could not be received without being paſſed to ſome Credit, and this could only be done by entering it as a Loan, or as a Depoſit. The firſt was the leaſt liable to Reflection, and therefore I had obviouſly Recourſe to it. Why the Second Sum was intended as a Depoſit, I am utterly ignorant. Poſſibly it was done without any ſpecial Direction from me; poſſibly becauſe it was the ſimpleſt Mode of Entry, and therefore preferred, as the Tranſaction itſelf did not require Concealment, having been already avowed.

“ Although I am firmly perſuaded that theſe were my Sentiments on the Occaſion, yet I will not affirm that they were. Though I feel their Impreſſion as the Remains of a Series of Thoughts retained on my Memory, I am not certain that they may not have been produced by ſubſequent Reflection on the principal Fact, combining with it the probable Motives of it. Of this I am certain, that it was my Deſign originally to have concealed the Receipt of all the Sums, except the Second, even from the Knowledge of the Court of Directors. They had anſwered my Purpoſe of publick Utility; and I had almoſt totally diſmiſſed them from my Remembrance. But when Fortune threw a Sum in my Way of a Magnitude which could not be concealed, and the peculiar Delicacy of my Situation at the Time in which I received it, made me more circumſpect of Appearances, I choſe to appriſe my Employers of it, which I did haſtily and generally; haſtily, perhaps, to prevent the Vigilance and Activity of ſecret Calumny; and generally, becauſe I knew not the exact Amount of the Sum of which I was in the Receipt, but not in the full Poſſeſſion: I promiſed to acquaint them with the Reſult as ſoon as I ſhould be in Poſſeſſion of it; and in the Performance of my Promiſe I thought it conſiſtent with it, to add to the Account all the former Appropriations of the ſame Kind; my good Genius then ſuggeſting to me, with a Spirit of Caution, which might have ſpared me the Trouble of this Apology, had I univerſally attended to it, that if I had ſuppreſſed them, and they were afterwards known, I might be aſked, what were my Motives for withholding Part of theſe Receipts from the Knowledge of the Court of Directors, and informing them of the reſt.

“ It being my Wiſh to clear up every Doubt upon this Tranſaction which either my own Mind could ſuggeſt, or which may have been ſuggeſted by others; I beg Leave to ſuppoſe another Queſtion, and to ſtate the Terms of it in my Reply, by informing you that the Indorſement on the Bonds was made about the Period of my leaving the Preſidency in the Middle of the Year 1781, in order to guard againſt their becoming a Claim on the Company as Part of my Eſtate, in the Event of my Death occurring in the Courſe of the Service on which I was then entering.

" This, Sir, is the plain Hiſtory of the Tranſaction. I ſhould be aſhamed to requeſt that you would communicate it to the Honourable Court of Directors, whoſe Time is too valuable for the Intruſion of a Subject ſo unintereſting, but that it is become a Point of indiſpenſable Duty; I muſt therefore requeſt the Favour of you to lay it at a convenient Time before them. In addreſſing it to you perſonally, I yield to my own Feelings of the Reſpect which is due to them as a Body, and to the Aſſurances which I derive from your experienced Civilities, that you will kindly overlook the Trouble impoſed by it.

" I have the Honour to be,
Sir,
Your very humble, and
Moſt obedient Servant,
" Warren Haſtings."

" Cheltenham,
the 11th July 1785.

The Managers for the Commons ſtated, They ſhould next produce a Letter from William Larkins Eſquire, Accountant General in Bengal, to the Chairman of the Eaſt India Company, dated Calcutta, 5th Auguſt 1786, containing that Account which Mr. Haſtings ſaid he could not furniſh, but which he told them Mr. Larkins could furniſh.

The Witneſs produced an original Paper.

The ſame was read, and is as follows:

" To William Devaynes Eſquire, Chairman, or to the Chairman for the Time being, of the Honourable the Court of Directors of the United Company of Merchants of England trading to the Eaſt Indies.

" Sir,

Par. 1. " In conformity to the Directions which I had the Honour to receive by the Talbot, on the 28th April 1786, from my much-reſpected Friend Mr. Haſtings, dated Cheltenham, 18th July 1785, I have the Honour to tranſmit you Copies of the Papers, which I kept as Memorandums of the Particulars of the Dates on which the Sums contained in Mr. Haſtings's Account of 22d May 1782 were received.

2. " Should it ever be required of me to authenticate the Veracity of theſe Copies upon Oath, I ſhall at all Times be ready to afford that Solemnity to the Fidelity with which they have been made; but it cannot be expected that I ſhould at preſent, by voluntarily making this ſerious Appeal to the Omniſcient, incur the Suſpicion of wantonly proſtituting ſuch ſolemn Aſſurances with Indifference; which is an Idea that would moſt probably be encouraged by thoſe who were pleaſed to inſinuate, in the Eleventh Report of the Select Committee of the Houſe of Commons, that becauſe there were other Modes, by which the Neceſſity of that which I did take on 16th December 1782, which accompanied Mr. Haſtings's Letter of that Date, might have been precluded, yet, as theſe were not taken, my Affidavit merited little Credit in the Eſtimation of Mankind.—And that the Juſtice of this Inſinuation may no longer be inferred, from my not having explained the Circumſtances which, as I thought, rendered that Affidavit neceſſary, I ſhall now ſtate them with the utmoſt Fidelity.

3. " Mr. Haſtings returned from Benares to Calcutta on 5th February 1782: At that Time I was wholly ignorant of the Letter which, on 20th January, he wrote from Patna, to the Secret Committee of the Honourable Court of Directors: The rough Draft of this Letter, in the Hand Writing of Major Palmer, is now in my Poſſeſſion. Soon after his Arrival at the Preſidency, he requeſted me to form the Account of his Receipts and Diſburſements, which you will find journalized in the 280th, &c. and 307th Pages of the Honourable Company's General Books of the Year 1781-2. My official Situation, as Accountant General, had previouſly convinced me, that Mr. Haſtings could not have made the Iſſues, which were acknowledged as received from him, by the Accounts of ſome of the Paymaſters to the Army, unleſs he had obtained ſome ſuch Supply as that which he afterwards, viz. on the 22d May 1782, made known to me; when I immediately ſuggeſted to him the Neceſſity of his tranſmitting that Account which accompanied his Letter of that Date; till when, the Promiſe contained in his Letter of 20th January had entirely eſcaped his Recollection.—The Particulars of the Paper N° 1 were read over to me, from a Bengal Paper, by his Banyan Cauntoo Baboo; and, if I am not miſtaken, the Three Firſt Lines of that N° 2, were read over to me, from a Perſian Paper, by his Moonſhy. The Tranſlation of theſe Particulars, made by me, was, as I verily believe, the firſt complete Memorandum that he ever poſſeſſed of them in the Engliſh Language; and I am confident, that if I had not ſuggeſted to him the Neceſſity of his taking this Precaution, he would, at this Moment, have been unable to have afforded any ſuch Information concerning them.

4. " The rough Draft of this Letter and Account having been made by Mr. Haſtings, in my Preſence, at his Garden Houſe at Alleypore, I wrote the fair Copies of them. After theſe were ſigned by him, they were put into a Cover, directed by me, which he ſealed up. I then took the Letter with me into Town, for the Purpoſe of being delivered to the Secretary, when the Cloſe

of the Lively's Packet might be near at hand, not deeming it eligible to deliver it before, as I had known Inſtances of Letters that were delivered to the Secretaries any Length of Time before the Departure of a Packet, eſcape their Recollection at the Cloſe thereof.

5. " On 21ſt Auguſt 1782, I was taken alarmingly ill, and when I was ſufficiently recovered to be put into a Budgerow for the Change of Air, apprehenſive that the Packet might be cloſed ere I returned to the Preſidency, I ſent the Letter by my Jemmautdar, with a verbal Meſſage to Mr. Secretary Auriol, requeſting that he would take care that it was put into the Lively's Packet; but Mr. Auriol not knowing that it was a Letter from the Governor General, declined taking charge of it for this Purpoſe, alledging that it was repugnant to the Standing Regulation of the Service, for any Servant to correſpond with the Court of Directors, but through the Governor General and Council. I was at this Time unable to write, and not having then any Perſon about me, who could have wrote what I dictated, I ſent the Letter by my Jemmautdar to Mr. George Neſbitt Thompſon, Mr. Haſtings's Private Secretary, with the ſame Requeſt as that by which it had been tendered to Mr. Auriol; I returned to Calcutta on 13th December 1782, and immediately ſuggeſted to Mr. Haſtings the Neceſſity of his accompanying this Letter with the Affidavit which I took before Mr. Juſtice Hyde, and a Letter explanatory of the Apprehenſions which ſuggeſted this Precaution.

6. " Upon referring to the Liſt of Packet ſent by the Reſolution, it will be found to have been dated on 9th May 1782: And although the Public Department Proceedings of the 30th May will be found to ſtate, that the Commander reported, in a Letter dated 26th of that Month that his Diſpatches had been delivered to him, but that he could not proceed to Sea until he had replaced the Anchors and Cables which he had loſt, there will not, I believe, be found any Letter or Paper, tranſmitted either to the Honourable Court, or to their Secretary, either by the Governor General and Council, or by either of their Secretaries, of a later Date than that of 9th May 1782, when I had not been made acquainted with the Tranſaction alluded to in Mr. Haſtings's Letter of 20th January 1782: And although the Statement of 22d May 1782 might have been deemed in 1783 " a new Diſcovery," yet it will appear, that the Second Article of it had been communicated to the Secret Committee of the Honourable Court of Directors on 29th November 1780, and that the laſt Article of that Statement had been reported to them on 20th January 1782. The Firſt of theſe Dates will, I believe, be found prior to the Inſtitution of any Parliamentary Enquiry into the Tranſactions of the Governor General and Council, and the laſt of them will alſo be found to be prior to any of the Reſolutions of the Houſe of Commons that were paſſed, which affected Mr. Haſtings; and it cannot require an Argument to prove, that it was not poſſible for him to have known in Bengal, what had not paſſed in England a Month, when I recommended the Formation of that Account and Letter which were wrote on 22d May 1782, when we had every Reaſon to ſuppoſe that the Reſolution had taken her Departure; but had it been known that there was an Opportunity of writing by her, yet, as that Ship was ſo badly manned, ſhe was not likely, at ſo unfavourable a Seaſon of the Year, to make any other than a very tedious Paſſage, and as we were then in daily Expectation of the Maratta Treaty arriving from Mr. Anderſon, when it was intended to diſpatch a Packet to England, I certainly ſhould not have adviſed Mr. Haſtings to tranſmit any ſuch Papers by her, unleſs I could have foreſeen that Neceſſity, which did not occur until after the Reſolutions of the Houſe of Commons of 15th April 1782 had become known in Bengal, when the Affidavit became neceſſary; but which could not have been the Caſe, had the Letter of 22d May 1782 been previouſly tranſmitted, either by the Reſolution or by any other Conveyance; ſince it could not have been required to prove what had already been eſtabliſhed.

7. " While Mr. Haſtings filled the Station of Governor General, I had too much Reaſon to apprehend that any Explanation which I could have given of theſe Circumſtances, whatever might have been the Solemnity of the Aſſurances under which they could have been given, would have been attributed to the moſt abandoned, as well as the moſt ſelfiſh Motives; and it is only upon the Confidence which I deem myſelf entitled to place upon the Eſtimation in which my Character has hitherto been held, during the Fourteen Years that I have had the Honour to ſerve the Honourable Company, Nine of which have been paſſed in executing the Duties of One of the moſt important Offices under this Government, that I can venture to incur the Suſpicion of having ſacrificed the Duty which I owe to my Honourable Employers, and to my own Character, to Motives of Gratitude for one who was my Patron, by attempting to refute the implacable Reflections that affect my Character in the Fifth Page of the Eleventh Report of the Select Committee of the Houſe of Commons.

8. " I ſhall now proceed to ſtate the Explanations which are required to elucidate the Correſpondence between the Papers No. 1 and 2, which accompany this Addreſs, and Mr. Haſtings's Account of 22d May 1782.

9. " Although the Two firſt ſtated Sums are, in the Paper marked N° 1, aſſerted to have been paid to Mr. Croftes in 18th and 19th Aſſin 1187, which correſponds with the 1ſt and 2d November 1780; yet the Copy of the Bengal running Treaſury Account, which is now in England, will not be found to contain any ſuch Sums as received from Mr. Haſtings under theſe Dates; becauſe theſe, together with another Sum of Sicca Rupees One Lack, which were taken from his own Caſh at that Time, made up the firſt Supply that was ſent to the Maratta Army under

Chimnagee Booſſa, which the Sub-Treaſurer could not bring to Account, until he was authorized by an expreſs Order of Council upon the Treaſury for that Purpoſe, which was not granted until 5th January 1781; after which, viz. on 15th of that Month, the Head of Secret Service was debited for the Amount of that Supply, and the Head of Money borrowed at Intereſt 1780, credited for theſe Sums, for which the Bonds N° 1539, dated 1ſt October 1780, and N° 1540, dated 2d October 1780, each for the Sum of Current Rupees 1,16,000, or Siccas One Lack, were granted. The Remainder of that Amount was carried to the Credit of the Head of Four per Cent. Remittance Loan; Mr. Haſtings having taken a Bond, N° 89, which has been ſince completely liquidated conformable to the Terms of that Loan.

10. " The Third Sum contained in Mr. Haſtings's Account, for which the Bond N° 1354, dated 23d November 1780, for Current Rupees 1,74,000, or Siccas 1,50,000, was granted, was for the Payment ſtated in the Paper N° 1 to have been made to Mr. Croftes on 11th Augun 1187, which correſponds with 23d November 1780.

11. " The Fourth Sum ſtated in Mr. Haſtings's Account was the Produce of ſundry Payments made to me, by Sadamund, Cheyte Sing's Buxey, who either brought or ſent the Gold Mohurs to my Houſe, from whence they were taken by me to Mr. Croftes's, either on the ſame Night or early in the Morning after; they were made at different Times, and I well remember that the ſame People never came twice.

12. " On 21ſt June 1780, Mr. Haſtings ſent for me, and deſired that I would take charge of a Preſent that had been offered to him by Cheyte Sing's Buxey, under the Plea of atoning for the Oppoſition which he had made towards the Payment of the extra Subſidy for defraying Part of the Expences of the War; but really in the Hope of its inducing Mr. Haſtings to give up that Claim; with which View the Preſent had firſt been offered. Mr. Haſtings declared, that although he would not take this for his own Uſe, he would apply it to that of the Company, in removing Mr. Francis's Objections to the Want of a Fund for defraying the extra Expences of Colonel Camac's Detachment.

13. " On my Return to the Office, I wrote down the Subſtance of what Mr. Haſtings had ſaid to me, and requeſted Mr. James Miller, my Deputy, to ſeal it up with his own Seal, and write upon it that he had then done ſo at my Requeſt. He was no further informed of my Motive for this, than merely that it contained the Subſtance of a Converſation which had paſſed between me and another Gentleman, which, in caſe that Converſation ſhould hereafter become the Subject of Enquiry, I wiſhed to be able to adduce the Memorandum then made of it, in corroboration of my own Teſtimony; and, although that Paper has remained unopened to this Hour, and notwithſtanding that I kept no Memorandum whatever of the Subſtance thereof, yet, as I have wrote this Repreſentation under the moſt ſcrupulous Adherence to what I conceive to be Truth, ſhould it ever become neceſſary to refer to this Paper, I am confident that it will not be found to differ materially from the Subſtance of this Repreſentation.

14. " As this Preſent paſſed through my Hands, called upon as I was by the Perſon for whom it was deſtined, and who requeſted me to receive it for the Purpoſe of being applied to the Honourable Company's Uſe, I conceived it was incumbent upon me to relate circumſtantially the Part which I had taken in the Tranſaction.

15. " The Fifth Sum mentioned in Mr. Haſtings's Account, is the Amount of the Payments ſtated by the Paper N° 1 to have been made to Mr. Croftes on 15 and 16 Byſack 1188, and will be found credited for, in the Copy of the Bengal running Treaſury Account, now in England, under 26th April 1781, which correſponds with 16th Byſack 1188; and as it will be found to have been moſtly made in Silver, it muſt have taken up more than One Day to count, as the Soucars at the Treaſury ſeldom can count more than One Lack of Sicca Rupees in One Day; of courſe, the whole Payment was brought to Account on the Date on which it was completely made.

16. " The Sixth Sum ſtated in Mr. Haſtings's Account appears, by the Paper N° 2, to have been received of Nundoolol, and may, I ſhould ſuppoſe, be conſidered as a Part of the Balance of the Peſhcuſh of Dinagepore, which is ſtated in the Paper N° 1, at Siccas 1,00,000 which would conſequently become reduced to 50,000—but this was an Alteration which I did not chuſe to make, that I might be enabled at all Times to ſwear that theſe Papers have continued in their original State.

17. " The Dates on which this Payment was made to Mr. Haſtings, as well as thoſe made in Part of the Produce of the Preſents enumerated in the Paper N° 2, are ſtated the ſame in the 280th and 281ſt Pages of the Honourable Company's General Journal of 1781-2, as they are brought to Account in Mr. Haſtings's private Books; but as neither of the other Sums paſſed through his Hands, theſe contained no ſuch Specification, and conſequently could not enable him to afford the Information with which he has requeſted me to furniſh you; and it is more than probable, that if the Affidavit which I took on the 16th December 1782, had not expoſed my Character to the Suſpicion of my being capable of committing one of the baſeſt Treſpaſſes upon the Confidence of Mankind, I ſhould, at this Diſtance of Time, have been equally unable to have complied with his Requeſt; but after I became acquainted with the Inſinuation ſuggeſted in the Eleventh Report of the Select Committee of the Houſe of Commons, I thought it but too probable, that, unleſs I were poſſeſſed of the original Memorandums which I had made of theſe

Tranſactions at the Time when I became acquainted with them, I might at ſome diſtant Period be unable to prove that I had not deſcended to commit ſo baſe an Action.—I have, therefore, always moſt carefully preſerved every Paper which I poſſeſſed regarding theſe Tranſactions.

18. “ Although Mr. Haſtings was extremely diſſatisfied with the Excuſes which Gunga Govind Sing aſſigned for not paying Mr. Croftes the Sums ſtated by the Paper N° 1 to be in his Charge, he never could obtain from him any further Payments on this Account.

19. “ Conſcious that the Concern which I have had in theſe Tranſactions need neither an Apology nor an Excuſe, and that I have in no Action of my Life ſacrificed the Duty or Fidelity which I owed to my Honourable Employers, either to the Regard which I felt for another, or to the Advancement of my own Fortune, I ſhall conclude this Addreſs, firmly relying upon the Candor of thoſe before whom it may be ſubmitted, for its being deemed a ſatisfactory as well as a circumſtantial Compliance with the Requiſition in conformity to which the Information it affords has been furniſhed, without which it would have been as baſe as diſhonourable for me ſpontaneouſly to have afforded it; for though the Duty which every Man owes to himſelf ſhould render him incapable of making an Aſſertion not ſtrictly true, no Man actuated either by virtuous or honourable Sentiments could miſtakenly apprehend, that unleſs he betrayed the Confidence repoſed in him by another, he might be deemed deficient in Fidelity to his Employers.

I have the Honour to be, with the utmoſt Reſpect, Sir,

“ Calcutta,
5th Auguſt 1786.

Your moſt obedient humble Servant,
(Signed) Wm Larkins.”

“ No. I. DUPLICATE.

“ COPY of the Particulars of the Dates on which the component Parts of ſundry Sums included in the “ Account of Sums received on the Account of the Honourable Company by the Governor General, or paid to their Treaſury by his Order, and applied to their Service,” were received for Mr. Haſtings, and paid to the Sub-Treaſurer.

“ DINAGEPORE.

“ From 29 to 31 Sanwun 1186	89,999	0	0						
17 to 21 Bhaudun	49,974	0	0						
1 to 5 Aſſin	27,000	0	0						
8 Pooſe	25,000	0	0						
10 —	15,000	0	0						
27 —	10,000	0	0						
29 Maug	20,000	0	0						
2 Faugun	20,000	0	0						
4 —	9,000	0	0						
12 —	1,000	0	0						
9 Saurvum	40,000	0	0						
				3,06,973	0	0			
18 and 19 Aſſin, paid Mr. Croftes				2,00,000	0	0			
Remains				1,06,973	0	0			
Charges				9,310	0	0			
Balance in Charge of G. G. S.							97,663	0	0

“ PATNA.

12 Cheite	15,000	0	0						
18 —	10,000	0	0						
22 —	60,000	0	0						
23 —	5,000	0	0						
23 —	10,001	0	0						
28 —	60,000	0	0						
10 Byſack	10,000	0	0						
10 —	26,000	0	0						
12 to 14 —	20,000	0	0						
14 —	4,000	0	0						
2 Aſſin	1,800	0	0						
				2,21,801	0	0			
15 and 16 Byſack, paid Mr. Croftes				2,00,000	0	0			
Balance							21,801	0	0

"NUDDEA.

15 Cawtic 1187,		—	16,001	0	0				
27 —	—	—	20,000	0	0				
28 —	—	—	20,000	0	0				
30 —	—	—	10,000	0	0				
4 Augun	—	—	7,749	0	0				
7 —	—	—	5,000	0	0				5,000 too much.
9 —	—	—	25,000	0	0				
No Date		—	1,250	0	0				
24 Augun	—	—	15,000	0	0				
17 Pooſe	—	—	15,000	0	0				
22 —	—	—	20,000	0	0				
						1,50,000	0	0	
11 Augun, paid to Mr. Croftes		—				1,50,000	0	0	

Paid to Mr. Croftes:

19 Aſſin	2,00,000	
16 Byſack	2,00,000	
11 Augun	1,50,000	
		5,50,000

" Memorandum of the Cabooliats attended to in the above.

	Cabooliats.			Received.			Balance.		
Dinagepore Peiſhcuſh	4,00,000	0	0	3,00,000	0	0	1,00,000	0	0
Nuddea —	1,50,000	0	0	1,50,000	0	0			
Patna —	4,00,000	0	0	2,00,000	0	0	2,00,000	0	0

(A true Copy).

(Signed) " W^m Larkins.
5th Auguſt 1786."

" No. II. DUPLICATE.

" Copy of the Particulars of the Preſents taken from the Nabob Vizier and his Miniſters, and from Nundoo Delol, carried to the Honourable Company's Credit, in the Account of the Receipts and Diſburſements of the Governor General, during his Abſence from the Preſidency, on a Viſit to the Northern Provinces, and included in Mr. Haſtings's Account of 22d May 1782. (a)

The Managers for the Commons ſtated, they would next proceed to ſhew, how many of the Bills produced in Evidence were realized in the Months of October and November 1781; and how many were realized before the End of January 1782; for which Purpoſe they deſired Mr. Wright, the Accountant of the Eaſt India Company, might be called.

Accordingly Mr. WRIGHT was called in; and, being ſworn, was examined as follows:

Q. What is that you have in your Hand?
A. The general Journal of Accounts of Bengal for the Years 1781 and 1782.

(a) Vide Appendix, N° CXXXI.

Read, the following Extract from the ſame Book, beginning at Page 280.

" Fort William, April 1782.

" The Honourable the Governor General Dʳ to ſundry Accounts, C. Rˢ 15,22,746 : 1 : 5

" Being the Amount received by him on the following Accounts:

" To Charges Durbar.

" Received from the Treaſury on this Account, in June 1781, as per Journal, Page 113 — — —			52,200 : 0 : 0
Dᵒ in Auguſt 1781 — —		58,000 : 0 : 0	
Received in October 1781	65,778 : 0 : 0		
Dᵒ in November —	2,43,236 : 9 : 0		
Dᵒ in December —	1,93,613 : 15 : 3		
Dᵒ in January 1782 —	4,59,726 : 5 : 3		
Dᵒ in February —	224 : 0 : 0		
Dᵒ in March —	67,696 : 3 : 9		
		10,30,275 : 1 : 3	
			10,88,275 : 1 : 3(*a*)

Then the Witneſs was aſked;

Q. Do you know any thing of the Appropriation of the Money ſo entered in theſe Accounts; have you looked into the Books of the Company; and do you from thence know of any other Documents which beſpeak the Application of this Money?

A. The Application of the Sums of Money ſo received is given in Page 282 to 286 of the ſame Journal.

Q. Refer to them.

A. The Firſt Sum for which the Governor General has Credit, is under the Head of Durbar Charges, which is contained in Pages 282 to 304, amounting to 1,79,938 Rupees.

Q. How much is the whole Amount of the different Items?

The Witneſs, in anſwer, read the following Extracts, beginning at Page 304 of the ſame Book.

" Fort William, April 1782.

" Poſt Office Charges — — — — —	1,793	13	9
" Secret Services — — — — —	56,000	0	0
" Charges Extraordinary — — — — —	2,111	3	9
" Dead Stock — — — — —	342	5	4
" Nabob Aſoph ul Dowlah — — — — —	15,113	4	9
" Military Paymaſter General — — — —	4,69,728	0	0
" Reſident at Benaris — — — —	4,25,639	3	2
" Money borrowed at Benaris — — —	2,27,459	8	9(*b*)

Then the Witneſs was aſked:

Q. (*by a Lord*). Does the Date of theſe Applications appear?

A. No—The Whole is brought to Account in the Month of April 1782.

Q. (*By a Lord*). How does it appear that they are Applications to the publick Service of thoſe Sums ſpecified in the former Articles you read?

A. The Title of the Entry which I have juſt read is this: "Sundry Accounts, 15,22,746 : 1 : 5 Rupees, being the Amount diſburſed by him on the following Accounts;" and then the different Heads are inſerted.

Q. I underſtand from you, that the Diſcharge appears by the ſame Book by which the Charge appears.

A. Yes.

The Witneſs was directed to withdraw.

The Managers for the Commons ſtated, they ſhould next produce a Letter from Mr. Haſtings, dated the 14th of March 1787, to ſhew that Mr. Haſtings made the Account, given by Mr. Larkins, his own.

The Witneſs produced a Paper indorſed as follows: " 14th March 1784. Letter from W. Haſtings Eſq. incloſing one to him from William Larkins Eſq. dated the 5th Auguſt, read in Court the 15th March 1787."

(*a*) Vide Appendix, Nᵒ CXXXII. (*b*) Vide Appendix, Nᵒ CXXXIII.

The ſame was read as follows.

" To the Honourable Court of Directors of the Honourable United Company of Merchants of England trading to the Eaſt Indies.

" London, 14th March 1787.

" Honourable Sirs,

" I do myſelf the Honour to tranſmit to you a Letter written to me by Mr. Larkins, your Accomptant General of Bengal, which accompanied the Letter addreſſed by him to your Chairman, and directed to William Devaynes Eſq. or the Chairman for the Time being. The latter was, immediately after the Receipt of it, conveyed by the Hands of a Friend to your preſent Chairman John Michie Eſq. and I ſhould have ſent the former with it, had it then appeared to me, as I ſince conceive it, intended for your Peruſal.

" I flatter myſelf that the Explanations given by Mr. Larkins are ſatisfactory to your Honourable Court, and that they contain a complete Reply to your Commands, tranſmitted to Bengal by the Surprize, in April 1784. If further Explanations are neceſſary, I ſhall have great Pleaſure in replying to ſuch other Queſtions, as your Honourable Court may be pleaſed to aſk, either upon this, or upon any other Subject that aroſe during my Adminiſtration.

" I have the Honour to be, with the greateſt Reſpect,
Honourable Sirs,
Your moſt obedient, and moſt
faithful Servant,
Warren Haſtings."

" (DUPLICATE.)

" Calcutta, 5th Auguſt 1786.

" Sir,

" In Compliance with the Requiſition contained in the Letter which I had the Honour to receive from you by the Talbot, on 28th April 1786, dated, " Cheltenham, 18th July 1785," I have now the Pleaſure to tranſmit to you a Letter, &c. addreſſed to the Chairman mentioned in your Letter, or to the Chairman for the Time being, explanatory of the Copies of the Papers which I kept as Memorandums of the Dates, Sums, &c. alluded to in the Account which accompanied your Letter to the Secret Committee of the Honourable Court of Directors of 22d May 1782.—I conceive this to be the moſt eligible Mode of complying with your Requeſt, as it was not tranſmitted to me through the Chairman.

" As the Affidavit which I had taken on a former Occaſion had been commented upon in the Fifth Page of the Eleventh Report from the Select Committee of the Houſe of Commons, ſo as to excite a Suſpicion of my being capable of perjuring myſelf, I could not but deem it neceſſary to refute theſe Inſinuations ere I proceeded to afford * other Aſſertions in regard to the ſame Tranſactions.—I have therefore, in the accompanying Addreſs, detailed thoſe Circumſtances which produced the Neceſſity of that Affidavit; and truſt that I have performed this Commiſſion as much to your Satisfaction as to my own Juſtification.

" I have the Honour to be,
with the utmoſt Reſpect, Eſteem, and Regard,
Sir,
Your much obliged,
and very affectionate
and faithful Friend,
Wm Larkins."

" Warren Haſtings Eſquire.

The Managers for the Commons ſtated, they ſhould next proceed to another Branch of the Charge.

Then the Houſe adjourned to the Chamber of Parliament.

* Sic in Orig.

The same was read, as follows;

"To the Honourable Court of Directors of the United Company of Merchants of England trading to the East Indies.

"Honourable Sirs,

[illegible]

(D.) [illegible]

"Calcutta, 5th August 1766.

"Sir,

"In Conformity to [illegible] contained in the [illegible] which [illegible] Honour [illegible] [illegible] the Papers [illegible] of the Court of Directors [illegible] with your [illegible] [illegible] your Satisfaction as to [illegible].

"I have the Honour to be,
with the greatest Respect, Esteem, and Regard,
Your most obedient
and very affectionate
and faithful Friend,
[illegible]

"Warren Hastings, Esquire."

The Managers for the Commons then said they proposed to another Branch of the Charge.

Then the House adjourned to the Chamber of Parliament.

Die Martis, 23° *Februarii* 1790.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor acquainted the Managers for the Commons, they might proceed with their Evidence.

The Managers for the Commons informed the Houſe, That in order to eſtabliſh the whole Extent of what they conceived to be the Guilt of the Defendant, it would be neceſſary for them to produce Evidence of what were the Modes of adminiſtring the Revenues of that Country preſcribed to Mr. Haſtings by the Company; what his own Opinion of thoſe Modes was; and to ſhew, that for corrupt, and wicked Purpoſes, he overturned thoſe Eſtabliſhments, and appointed others in their Stead: That they ſhould proceed therefore to produce an Extract of a General Letter to Bengal, dated 7th April 1773.

The Counſel for the Defendant objected to the Production of this Letter for the Purpoſes above mentioned, there being, in the Article now before the Houſe, no Charge againſt Mr. Haſtings for overturning the Eſtabliſhments in queſtion for the Purpoſes of Corruption.

The Managers for the Commons were heard in Anſwer; and ſtated, That the ſame was ſpecifically charged in the Seventh Article.

The Letter was ordered to be read.

Read, from Book 176, already delivered in, the following Extract of a General Letter from the Court of Directors to the Preſident and Council at Fort William in Bengal, dated London, 7th April 1773, beginning at Page 555 of the ſame Book.

Par. 45. " As the ſending our junior Servants into the Provinces as Supraviſors, has not been attended with the wiſhed-for Succeſs, but has enabled them to monopolize the whole Trade of the Country, we therefore direct, That they may be withdrawn as ſoon as poſſible; and we leave it to you to ſubſtitute ſome other Plan for making yourſelves acquainted with the exact Value of every Diſtrict, and for giving Relief to the Inhabitants, till we ſhall be able to ſend you complete Regulations for conducting this important Branch of our Affairs, which we have now under Conſideration.

Per Harcourt, Egmont.

(Signed at the End)

" J. Hurlock,
George Tatem,
Edw^{d} Wheler,
Tho^{s} Rumbold,
J. Manſhip,
Joſhua Smith,
H^{y} Crabb Boulton."

L. Sulivan,
Ja. Cockburn,
Jn^{o} Michie,
Henry Fletcher,
Pet. Laſcelles,
Tho^{s} Dethick,
Cha^{s} Boddam,

The Managers for the Commons ſtated, They ſhould next produce the Plan that was formed in conſequence of the Orders juſt read.

Read, from Book 215 already delivered in, the following Extract of a Conſultation of the 23d November 1773, beginning at Page 3651 of the ſame Book.

“ Fort William, the 23d November 1773.

Rev. Dept. Tueſday.

“ At a Conſultation; Preſent,
The Honourable Warren Haſtings Eſquire, Preſident;
William Alderſey,
Philip Milner Dacres,
James Lawrel,
Henry Goodwin,
John Graham,
George Vanſittart, } Eſquires.

Plan for the future Management of the Revenues of Bengal and Bahar.

“ The Board having at ſeveral Meetings, ſince the Receipt of the Harcourt's Advices, debated on the various Means which occurred to them for carrying into Execution the Intentions of the Honourable Court of Directors, for the future Controul and Management of the Revenue, and for the Removal of the Collectors from their Stations; and having maturely conſidered and weighed all the Conſequences which may attend every Meaſure that may be adopted, are of Opinion, that the immediate Removal of the Collectors, or the Eſtabliſhment of any conſiſtent and permanent Syſtem, without ſuch preparatory Meaſures as might prevent the bad Conſequences of too ſudden a Change, and gradually introduce a more perfect Form of Superintendancy, would be hazardous to the Collections, and bring at once a greater Weight of Buſineſs on the Members of the ſuperior Adminiſtration than they could poſſibly ſupport.

“ On theſe Grounds they do propoſe the following Plans for a future Eſtabliſhment, to be adopted and compleated by ſuch Means as Experience ſhall furniſh, and the final Orders of the Honourable Company ſhall allow.

“ 1ſt. That the Diſtricts which form the preſent Collectorſhips ſhall remain with ſuch Variations as ſhall render them more eaſy of Controul, and more ſubſervient to the general Syſtem.

“ 2d. That each Diſtrict be ſuperintended by a Dewan or Aumil, except ſuch as have been let entire to the Zemindars, or their reſponſible Farmers, who ſhall in ſuch Caſe be inveſted with that Authority.

“ 3d. That a Committee of Revenue be formed at the Preſidency, which ſhall conſiſt of Two Members of the Board, and Three ſenior Servants below Council, for conducting the current Buſineſs of the Collections, in the Manner following:

“ 4th. The Committee ſhall meet daily; they ſhall form Reſolutions and Orders for the current or ordinary Buſineſs of the Diſtricts, and prepare weekly or monthly a ſeparate State of each Diſtrict, an Account of the Demands, Receipts, and Balance of each Diſtrict, and a Report of ſuch extraordinary Occurrences, Claims, and Propoſals, as may require the Orders of the ſuperior Council, which are to be laid before them in their Revenue Department.

“ 5th. The Dewans ſhall correſpond with the Preſident of the Committee, and the Royroyan, and ſend their Bills, Chelans, and Accounts to them; theſe ſhall be regiſtered in the proper Offices of the Khalſa, and ſuch Tranſlations and Abſtracts made of them as ſhall be neceſſary for the Inſpection of the Committee.

“ 6th. All Orders to the Dewans ſhall be tranſlated and written in the Name of the Preſident of the Committee, and the Royroyan, to be ſealed with the Seal of the * Calſa, and ſigned by them.

* Sic in Orig.

“ 7th. Occaſional Commiſſioners or Inſpectors ſhall be deputed to viſit ſuch of the Diſtricts as may require a local Inveſtigation.—Theſe ſhall be choſen from the Company's covenanted Servants, not by Seniority, but by the free Election of the Board; they ſhall be Men qualified for this Truſt, by a Knowledge of the Perſian or Indoſtan Language, and by a Moderation of Temper.—An Objection made by a ſingle Member of the Board to any Perſon propoſed, as wanting of theſe Requiſites, ſhall be a ſufficient Bar to his Appointment, without Proofs being required to ſupport it.” (a)

Read, alſo, a further Extract from the ſame Conſultation, beginning at Page 3655 of the ſame Book.

11th. “ For the Means of carrying the above Plan into Execution, in ſuch a Manner, and at ſuch Times as may be found moſt convenient for effecting the Purpoſes intended by it; and preventing the ill Conſequences to which the Collections would be expoſed by an unprovident and precipitate Innovation—Reſolved, that the following Plan be immediately adopted, to be, and to be declared to be, only for a temporary Purpoſe, and introductory to the foregoing.

“ 1ſt. The Provinces to be formed into the following Grand Diviſions.

“ 2d. Firſt Grand Diviſion to be managed at Calcutta, and to conſiſt of, the Calcutta Pergunnahs, Houghly Hedgelee, Myſadel, Tumlook, Nuddea, Jeſſore, Mahmudthy, with the Talucs of Contoonagur, &c. and all Lands belonging to Perſons of Credit, whoſe conſtant Reſidence is in Calcutta. But this is meant only of Lands which are their own Property, not of ſuch as they may farm or be Security for; and even in theſe, the Adminiſtration of Juſtice muſt reſt entirely with the Provincial Council in whoſe Diviſion they may be ſituated.

(a) Vide Appendix, N° CXXXIV.

" 3d. Second Grand Diviſion to be managed at Burdwan, and to conſiſt of, Burdwan, Midnapore, Biſſenpore, Patchact, Beerbhoom, Ramgur, &c. Diſtricts, under the Management of Captain Carnac.

" 4th. Third Grand Diviſion to be managed at Moorſhedabad, and to conſiſt of, Rajeſhahi Eaſtern and Weſtern Diviſions, Rockunpore Collectorſhip, Chunnacolly ditto, Luſhkerpore ditto, Jehanguirepore ditto, Caus Talooks, Rajemahl and Boglepore, including the Annexation lately made to the latter from Mongheer Currickpore, Jungleterry, and Diſtricts under the Management of Captain Brook.

" 5th. Fourth Grand Diviſion to be managed at Dinagepore, and to conſiſt of, Dinagepore Silberries Purnea, Rungpore, Edſackpore, Baharbund, Toch Beyhar Rangamally.

" 6th. Fifth Grand Diviſion to be managed at Dacca, and to conſiſt of, Dacca, Sylhet, Attya Cogmary, Burbazzoo.

" 7th. Sixth Grand Diviſion to be ſuperintended by the preſent Chief and Council at Patna, and to conſiſt of the whole Province of Bahar, excepting the ſeparated Diſtricts of Mongheer, &c. as above mentioned.

" 8th. The Diſtricts of Chittagong and Tippurah to remain on their preſent Footing, under the Management of a Chief.

" 9th. A Committee of Revenue to be inſtituted at Calcutta for ſuperintending the Firſt Grand Diviſion, to be compoſed of Two Members of Counſel, and Three Senior Servants, under them a Secretary, a Perſian Tranſlator, an Accountant, and Five Aſſiſtants.

" 10th. Councils of Revenue to be formed for ſuperintending the 2d, 3d, 4th, and 5th grand Diviſions, to be compoſed of a Chief and Four Senior Servants, under them a Secretary, a Perſian Tranſlator, an Accountant, and Three Aſſiſtants." (*a*)

Read, alſo, a further Extract from the ſame Conſultation, beginning at Page 3665 of the ſame Book.

" It being the profeſſed Intention of the Board to make the Plan now adopted ſubſervient to that which they propoſe for a future and perpetual Syſtem, it is their further Deſign, that whenever the Accounts and Arrangements of any One Diviſion ſhall be ſo regulated and compleated as to enable them to bring the Controul down to the Preſidency, the Provincial Council ſhall be accordingly withdrawn, and either continue to conduct the Buſineſs of the Diviſion at the Preſidency, or transfer it at once to the Committee. By ſuch progreſſive Method an eaſy Change may be effected without the ſmalleſt Hazard of any Loſs or Embarraſſment, at the ſame Time that a Proviſion is made for the Admiſſion of ſuch other Improvements as the Honourable Court of Directors may enjoin, and which would either be precluded by any other Mode, or the new Meaſures which may have been eſtabliſhed muſt be aboliſhed to make Room for them, which would Occaſion freſh Perplexities in the Revenue, and fill the Minds of the People with Apprehenſions of perpetual Changes.

" It has been already remarked, that the great Weight of Affairs with which the Adminiſtration is already loaded, will not admit of the immediate Introduction of the propoſed Syſtem, and it is poſſible that it may ſtill remain a Charge too great for One Body to manage, even with all the Regularity which Time and Experience can give it; but if it ſhould be found ſo, the Collection will be better conducted at the Preſidency by the ſame Provincial Councils, under the preſent Inſpection of the ſuperior Council, than under the ſame Controul within the Diſtricts, becauſe of the dangerous Abuſe which may be made of the perſonal Influence of the Members compoſing thoſe Provincial Councils, and reſident within their Diviſions; neither will their Buſineſs ſuffer by the Diſtance of their Situation, except only in the Caſe of extraordinary Inveſtigations, which may require the Preſence of Individuals, or the Inſpection of Mofuſſit Papers.

" The Allowance which is propoſed by the 24th Article for the Members of the Council, of 3,000 Rupees to each per Month, will amount when the Board is complete to 36,000 per Month, or 4,32,000 per Annum.—It is propoſed that this Sum be paid from a Fund to be raiſed from the Trade of Ophium *, as reſolved on this Day's Proceedings. It will be a reaſonable Compenſation for the Loſs which the Members of the Superior Council may be ſuppoſed to ſuſtain by being excluded from every Benefit of Trade, which they could not exerciſe, however diſpoſed in themſelves, without ſome Degree of Oppreſſion. They will have more Leiſure to attend to the Duties of their Stations, and the Chiefs of the Provincial Councils will be more at Liberty to check and correct any Irregularities of others, being under no Reſtraint on account of their own private Concerns.

" If it can be ſuppoſed that Men of the firſt Diſtinction in the Service, having accepted of ſuch a Compenſation, ſhould, notwithſtanding, ſo far forget the Principles of Fidelity and Honour, as to engage in any Concerns contrary to this Prohibition, the Jealouſy of their Councils will prove an effectual Bar to ſuch a Deſign, unleſs they ſhould agree in a Colluſion with them, which it would be impoſſible to conceal. The Confidence which our Employers have generouſly repoſed in our Attachment to their Service, renders it more particularly our Duty to expreſs our Senti-

* Sic in Orig.

(*a*) Vide Appendix, N° CXXXIV.

ments on a Subject of ſuch Importance without Reſerve, although our Declarations may admit of a Miſconſtruction againſt ourſelves as Men. The Servants of the Company are not exempted from the Frailties and Wants of Humanity. If allowed the Liberty of Trade while they poſſeſs an unbounded Power, (and who ſhall bind thoſe who conſtitute the Government itſelf?) their Trade will be a Monopoly and an Oppreſſion.—If forbidden to trade without ſome Reparation for the Loſs, and ſome allowed Means of acquiring a Livelihood, and even the Proſpect of a Competency, the feeble Words of a publick Edict will not hold them, but they will, with little Scruple, break through them, and obtain thoſe Ends by unallowed Means, becauſe they will think that a Decree which impoſes upon them the Neceſſity of perpetual Penury could not have been really intended for their rigid Obſervance; ſuch having been, in many Inſtances, the fatal Practice of this Service.—We ſay fatal, becauſe Laws and Reſtrictions which have no Coercion, and bear too hardly on the Paſſions for the common Sufferance of Mankind, inevitably defeat their own Purpoſe; they become totally diſregarded, nor is it deemed an Impeachment of Morality to tranſgreſs them. And it is a Conſequence as infallible, that when Men are once allowed to paſs the Line of their proſcribed Duty at their own Option, they will, by Degrees, extend the Latitude to the furtheſt Extremes of Corruption, Embezzlement, and Rapine.

Signed at the End of the Conſultation,

" Warren Haſtings,
W. Alderſey,
P. M. Dacres,
James Lawrell,
H. Goodwin,
J. Graham,
George Vanſittart." (a)

The Managers for the Commons ſtated, They ſhould next proceed to ſhew that the above Plan was approved of by the Court of Directors; and their Orders, That if any new Plan ſhould be neceſſary to be formed, it ſhould be previouſly tranſmitted to the Company for their Approbation.

Read, from Book 58, already delivered in, the following Extract of a General Letter from the Court of Directors to the Governor General and Council at Fort William in Bengal, dated the 3d of March 1775, beginning at Page 459 of the ſame Book.

Par. 73. " The Diviſion of the Provinces into Six large Diſtricts, as ſettled by the Council of Revenue, appears to us a judicious Arrangement; but as our Governor and Council have declared it only a preparatory Meaſure to a more permanent Syſtem, we muſt leave the Accompliſhment of ſuch Syſtem to your Judgment and Prudence, ſubject however to our final Approbation or Diſallowance.

(Signed at the End)

" George Tatem,
Pet. Laſcelles,
Joſeph Sparkes,
John Smith,
W. G. Freeman,
Rd Hall,
J. Stables,
Edwd Wheler,
John Harriſon,
Jno Woodhouſe,
Wm James,
Fred. Pigou,
T. B. Rous,
Chas Boddam."

Read, from Book 108 already delivered in, the following Extract of a General Letter from the Court of Directors to the Governor General and Council, at Fort William in Bengal, dated London, the 5th April 1776, beginning at Page 133 of the ſame Book.

Par. 11. " We for the preſent confirm the Appointments of Your ſubordinate Councils of Revenue, with their Salaries and Allowances for Houſe Rent, as ſtated on your Proceedings. But we recommend it to you to conſider attentively, whether thoſe Boards are capable of anſwering the Purpoſes intended by their Inſtitution; and particularly, whether by a conſtant Reſidence in any
* Sic in Orig. One Part of a Diſtrict, ſo large as thoſe into which the Provinces are now divided, they * they will be able ſo to ſuperintend the Objects committed to their Care, as to prevent the Company's Revenues from ſuffering improper Diminution, and the Natives from being oppreſſed by undue Exactions.

(Signed at the End)

" Fredk Pigou,
Heny Savage,
H. Fletcher,
W. Devaynes,
Jno Michie,
Wm James,
Robt Gregory,
John Harriſon,
John Roberts,
Jas Moffat,
Edwd Wheler,
Nathl Smith,
John Woodhouſe,
J. Stables."

(a) Vide Appendix, Nº CXXXIV.

Read, the following Extract of a Letter from the Court of Directors to the Governor General and Council, at Fort William in Bengal, dated London, 5th February 1777, beginning at Page 408 of the ſame Book.

Par. 19. " If you are fully convinced that the Eſtabliſhment of Provincial Councils has not anſwered, nor is capable of anſwering the Purpoſes intended by ſuch Inſtitution, we hereby direct you to form a new Plan for the Collection of the Revenues, and to tranſmit the ſame to us for our Conſideration." (*a*)

The Managers for the Commons ſtated, They ſhould next proceed to ſhew, that Mr. Haſtings continued his Approbation of his own Plan.

Read, from Book 216 already delivered in, the following Extract of a Conſultation of the 25th October 1774, beginning at Page 7 of the ſame Book.

" Fort William, the 25th October 1774.

" At a Council; Preſent, — Secret Dept. Tueſday.

" The Honourable Warren Haſtings, Governor General, Preſident;
Lieutenant General John Clavering,
The Honourable George Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

" The General Mode which is at this Time eſtabliſhed for the Management of the Collections, is as follows:—The Provinces are formed into Six Diviſions, each comprehending ſeveral inferior Diſtricts, under the Direction of a Chief and Council; theſe receive their Orders from the Board at large, and report to them their Proceedings in a ſeparate Department, called " A Council of Revenue;" and for the greater Facility of diſpatching Buſineſs with the Inhabitants, and for the Preſervation of the ancient Forms and Rules of Office, a Dewan, or Miniſter of the Revenue, is appointed to each Diviſion, who is joined to the Provincial Council, and keeps all the Accounts and Records of the Country Languages: Native Superintendants are alſo appointed to each Diſtrict of the Provincial Diviſions, with the Title of Naibs, and correſpond with the Provincial Councils and Dewans. The Dewans alſo tranſmit their Accounts and Proceedings to an Office of ancient Inſtitution, lately transferred from the City of Moorſhedabad to Calcutta, named " The Khalſa," which is under the Charge of an Officer, intitled, " The Royroyan," who occaſionally ſits at the Meetings of the Council of Revenue, and is the Channel of Communication between the Board and the Dewans, tranſmitting to the latter the Counterparts of the Orders of the Board which are ſent to the Provincial Councils, and receive their Anſwers. The Exceptions to this general Syſtem are the Province of Chettagong, which, from its remote Situation, and ſmall Revenue, has been left under the ſingle Charge of the Chief of the Factory and the Diſtricts of Pallamow and Ramgur under Captain Carnac, and of the Jungulterry of Curruckpore, &c. under Captain Browne. Theſe may be properly termed Military Collectorſhips. They are compoſed of the wild and mountainous Parts of the Country, which have been lately reduced to a State of Submiſſion to Government, and require the continual Preſence of a military Force to keep them in Subjection. The Revenue which they yield is inconſiderable; but the Poſſeſſion of them is a Security to the Peace of the cultivated and more civilized Lands in their Neighbourhood, which, till their Reduction, were continually expoſed to the Ravages of the wild and lawleſs People inhabiting them. With theſe military Collectors the Correſpondence was carried on by the Governor only; but according to the Inſtructions now received from the Company, it ſeems requiſite that it ſhould in future be conducted by the Council at large.

" The Plan of the general Eſtabliſhment for conducting the Revenue, and the Records explaining the Appointment, Object, and Progreſs, of the military Collectorſhips, will be found in the following Conſultations and Papers." (*b*)

Read, alſo, a further Extract from the ſame Conſultation, beginning at Page 10 of the ſame Book, as follows.

" I muſt beg Leave to conclude this Subject with earneſtly offering my Advice for the Continuation of this Syſtem in all its Parts, with ſuch Alterations only as the late Change in the Government has rendered indiſpenſibly neceſſary. Innovations are always attended with Difficulties and Inconveniences: Innovations in the Revenue, with a Suſpenſion of the Collections, and a Change, at this Seaſon of the Year, would be particularly dangerous, as the Time of the heavieſt Payments is now approaching. For the ſame Reaſon, your ſpeedy Determination upon the future Mode of managing and collecting the Revenues would prove of eſſential Service.

" The Court of Directors have been adviſed of the Formation of this Eſtabliſhment, in Conſequence of the Orders tranſmitted to us in their Letter of the 7th April 1773; and we may ſhortly hope to be furniſhed with their final Determination concerning it. I muſt likewiſe recommend the Continuance of the Separation which was originally made of the Revenue Department from the other Offices of the Government, as the only Means by which it can be regularly conducted;

(*a*) Vide Appendix, Nº CXXXV.

(*b*) Vide Appendix, Nº CXXXVI.

and

* Sic in Orig. and as there is no Branch of the Company's Affairs * in which their Intereſts ſo eſſentially depend, I propoſe that the Council do aſſemble for the Conduct of it in the ſame Manner as was practiſed by the late Council of Revenue. (a)

Signed at the End of the Conſultation,

"Warren Haſtings,
J. Clavering,
Geo. Monſon,
Richard Barwell,
P. Francis."

Read, from Book 177, already delivered in, the following Extract of a Plan propoſed by the Governor General and Mr. Barwell for the future Settlement of the Revenue, dated Fort William, 28th March 1775.

"With reſpect to the Mode of managing the Collection of the Revenue, and the Adminiſtration of Juſtice, none occur to us ſo good as the Syſtem which is already eſtabliſhed of Provincial
* Sic in Orig. Councils, as explained in the Revenue Conſultations of the *

"We are under ſome Apprehenſion however, leſt the Members of theſe ſhould divide into Parties, and ſo the Currency of Buſineſs be impeded, and Diſputes engroſs the Time which ought to be employed in a minute Attention to the Detail of their Duty, and to Diſpatch, which is the Life of the Collections: It is the natural Conſequence of Diſſentions in the ſuperior Council, and our conſtant Care will be required to prevent it. (b)

Signed at the End, "Warren Haſtings,
Rich^{d} Barwell."

The Managers for the Commons ſtated, That they ſhould next produce the Defendant's Recommendation to the Court of Directors, that the above Syſtem might be carried more completely into Effect by an Act of Parliament.

Read, from Book 217 already delivered in, the following Extract of a Letter from the Governor General and Mr. Barwell.

"To the Honourable the Court of Directors, &c. dated Fort William, 31ſt April 1776.

"Honourable Sirs,

"The accompanying Sheets contain the Draught or Scheme of an Act of Parliament, formed on the Plan, which we had the Honour to tranſmit to you in Duplicate by the laſt Diſpatches, for the better Adminiſtration of Juſtice in theſe Provinces, and drawn up at our Inſtance by the Chief Juſtice. (c)

Signed, "Warren Haſtings,
Rich^{d} Barwell."

Read, alſo, from the ſame Book, the following Extract of a Scheme of an Act of Parliament, for the better Adminiſtration of Juſtice in the Province of Bengal.

"A Bill for the better Government of the Kingdom, or Provinces and Countries under the Government and Controul of the Governor General and Council of Fort William, in Bengal; and for the Adminiſtration of Juſtice therein.

Clauſe 37. "Be it enacted by the Authority aforeſaid, That the ſaid ſeveral Diviſions and Diſtricts reſpectively, be hereafter called by the Names the ſaid Diviſions and Diſtricts now bear and are known by; that the ſeveral Cities, Towns, Villages, and Countries, by the ſaid Preſident and Council included within the ſaid Diviſions and Diſtricts reſpectively, do for ever remain included in the ſaid Diviſions and Diſtricts to which they have been ſo allotted, and be for ever hereafter conſidered reſpectively as Part and Parcel thereof.

Clauſe 38. "And be it enacted by the Authority aforeſaid, That there be erected and eſtabliſhed, and there is hereby erected and eſtabliſhed, within each of the Diviſions aforeſaid reſpectively, One Court of Record and of Revenue; which ſaid Court ſhall ſeverally and reſpectively be called, The Court of Provincial Council of Calcutta, The Court of Provincial Council of Moorſhedabad, The Court of Provincial Council of Burdwan, The Court of Provincial Council of Dacca, The Court of Provincial Council of Dinagepore, The Court of Provincial Council of Patna, and The Court of Provincial Council of Chittagong. (d)

(Signed at the End) "Warren Haſtings,
Rich^{d} Barwell."

The Managers for the Commons ſtated, That having now ſhewn what was the Opinion of the Court of Directors and of Mr. Haſtings, with reſpect to the Mode of admi-

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(a) Vide Appendix, N° CXXXVI.
(b) Vide Appendix, N° CXXXVII.
(c) Vide Appendix, N° CXXXVIII.
(d) Vide Appendix, ibid.

niſtering the Revenue through the Intervention of Europeans, they ſhould next proceed to ſhew the Orders given by the Court of Directors, and the Opinion of Mr. Haſtings, with reſpect to the Perſons who ought to have Poſſeſſion of the Lands, in order to pay a Revenue to the Company.

Read, from Book 108 already delivered in, the following Extract of a General Letter from the Court of Directors to the Governor General and Council at Fort William, in Bengal, dated London, 31ſt January 1776, beginning at Page 29 of the ſame Book.

Per Prince of Wales, London, Lioneſs, and Shrewſbury.

21. " Your Advices reſpecting Banyans holding of Lands, and Chiefs of Councils interfering in Farms, have alarmed us exceedingly; and although we are not prepared by this Diſpatch, to give our Sentiments fully on the Syſtem of letting the Lands, we cannot paſs this Subject over unnoticed.

22. " We are ſorry to obſerve, that many uſeful Regulations eſtabliſhed by the Council of Revenue, and Committee of Circuit in 1772, have been totally diſregarded. The following Abſtracts of their Proceedings compared with ſubſequent Tranſactions, verify this Obſervation, and convince us that thoſe Regulations have been groſly evaded, and to an enormous Extent.

23. " By the 17th Article of thoſe Regulations, Banyans, and other Servants of the Collector, of whatever Denomination, are totally precluded from holding any Concern, directly or indirectly, in any Farm; and if any Perſon under a falſe Name, or by any Kind of Colluſion, evades this Regulation, he is to be ſubject to an heavy Fine, and to forfeit his Farm; and if the Collector connive at a Breach thereof, he ſtands ipſo facto diſmiſſed from his Collectorſhip; and no European is permitted, directly or indirectly, to rent Lands in any Part of the Country.

24. " The Obſervations of the Committee of Revenue on this Regulation are, That if Collectors, or any Perſons who partake of their Authority, are permitted to be the Farmers of the Country, no other Perſons will dare to be their Competitors; that of courſe they will obtain the Farms on their own Terms; that it is not fitting for the Servants of the Company to become Dealers with their Maſters;—that Collectors are Checks on the Farmers, but if they themſelves turn Farmers, no Checks can be found for them;—that the Company will not have any Security for their Property, nor the Ryots be able to obtain Relief againſt Oppreſſions.

25. " In 1773 the Collectors of Revenue were recalled, and the Office was executed by a Chief and Council.

26. " If it was thought dangerous to permit the Banyan of a Collector to be concerned in Farms, we muſt conclude, that the ſame or ſtronger Objections will always lie againſt the Governor's Banyan being thus concerned; and we direct that you enforce the ſaid 17th Regulation.

27. " By the 11th Article of the ſaid Regulations it is ſtipulated, that the Farmer's Payments to Government ſhall be aſcertained and eſtabliſhed, and no Demand made upon him, over and above the Sum expreſſed in the Rent Roll delivered him with his Leaſe.

28. " The Reaſoning of the Committee on this Article appears very excellent; but to our Concern we find ſo little Regard paid thereto, that 125,500 Rupees per Annum have been demanded, and upwards of 98,000 Rupees received upon Two inconſiderable Farms, independent of the Agreement made with the Company, and claimed by our Servants as a perquiſite of Office, or Emolument of Station.

29. " Whatever may be our final Determination on theſe Proceedings, it is our poſitive Command, that no Perſon in our Service do preſume to aſk, accept, or receive, directly or indirectly, any Gift, Gratuity, Reward, or Benefit, from any Farmer of our Lands or Revenues, or on Account of any Farm, contrary to the true Intent and Meaning of the ſaid 11th Article above mentioned.

30. " It is alſo our expreſs Direction that Pottahs be regularly prepared and delivered to the Ryots, and that the Farmer do not receive more from the Ryot than the ſtipulated Amount of his Pottah; according to the 10th Regulation.

31. " You will take Care that the Second Article be ſtrictly obſerved, and that no Farmer be permitted to rent Lands to a greater Amount than 100,000 Rupees, hereditary Zemindars excepted; and except alſo there ſhall be an evident Neceſſity for departing from this Rule to prevent Confuſion or Inconvenience, which may be occaſioned by the Subdiviſion of Pergunnahs.

Signed at the End, (a)

" W. Devaynes,
Nath^{l} Smith,
W. G. Freeman,
Peter Laſcelles,
Geo. Wombwell,
Edw^{d} Wheler,
George Cuming,
Ben. Booth,
Ja^{s} Moffat,
John Harriſon,
John Roberts,
Fred^{k} Pigou,
Jn. Woodhouſe,
W^{m} James,
Dan^{l} Wier,
J. Stables,
Jn^{o} Michie,
Cha^{s} Boddam,
Rich^{d} Becher."

(a) Vide Appendix, N° CXXXIX.

Read, alſo, the following Extract of a General Letter from the Court of Directors to the Governor General and Council at Fort William in Bengal, dated London, the 24th of December 1776, beginning at Page 300 of the ſame Book.

Par. 41. "Having conſidered the different Circumſtances of letting your Lands on Leaſes for Lives, or in Perpetuity, we do not, for many weighty Reaſons, think it at preſent adviſeable to adopt either of theſe Modes; but in the mean while, we direct that the Lands be let for the ſucceeding Year on the moſt advantageous Terms, and that none be in future let by publick Auction.

42. "But in every Diſpoſal of the Lands, it is our ſtrict Injunction, that a Preference be given, and every Indulgence ſhewn, to the Natives reſident on the Spot; and that no European, nor the Banyan of any European, be permitted to hold any Share therein: from which Injunction we, however, except the Jungleterry, or Corry Jury Lands, where the ſuperior Knowledge of our own People may be of great Service, by clearing ſuch Parts as lie uncultivated, and where ſuch Miſchiefs are not likely to be produced as are too generally found to attend the Meaſure of letting Lands to Europeans.

43. "We direct, that Demands be made on the reſpective Landholders for all outſtanding Balances or Arrears of Rent; and that every juſt and proper Step be taken to realize ſuch Sums as may ſtand an apparent Value on our Books: But if it ſhall appear, from ſuch Circumſtances as require Lenity, that theſe Balances cannot be collected, the Whole, or Part thereof, may be remitted; for which we muſt depend on the Judgment and Diſcretion of our Governor General and Council, whoſe local Knowledge will beſt enable them to decide with Accuracy and Preciſion. (a)

Signed at the End,

" John Stables,
Fredk Pigou,
Rd Hall,
W. G. Freeman,
Jas Moffatt,
Richd Becher,
John Roberts,
Wm James,
Daniel Wier,
Robt Gregory,
George Tatem,
George Cuming,
Samuel Peach,
John Harriſon."

Read, alſo, the following Extract of a General Letter from the Court of Directors to the Governor General and Council at Fort William in Bengal, dated London, the 5th February 1777, beginning at Page 398 of the ſame Book.

11. "The Diſtance of many Diſtricts from Calcutta will render it neceſſary for Zemindars or Farmers to treat with Provincial Councils, or other Agents of the Company on the Spot; but it is our Order, that no Agreements for Lands or Revenues, wherein the ſtipulated Amount ſhall exceed * Rupees, be finally concluded, until reported to, and authorized by the Governor General and Council.

* Sic in Orig.

12. "Having revoked our Orders to let the Lands to the higheſt Bidders, and ſignified our Pleaſure to have them occupied by hereditary Zemindars, where it can be done with Security to the Revenue; and being deſirous that they ſhould enjoy their Zemindaries on Terms ſufficiently moderate to enable them to maintain a Degree of Reſpect amongſt their Dependants, we direct, that you keep this Idea in View in every Agreement to be made with the ſaid Zemindars. We cannot, however, empower you to make a general Reduction or Abatement of any ſpecific Sum upon the whole Jummah; but rather wiſh you to be guided, in ſuch Reductions where they are abſolutely neceſſary, by an Enquiry into the Amount of Mhatutes, Aboabs, or additional Taxes or Collections of any Kind, impoſed upon the Diſtricts ſince the Company's Acceſſion to the Duanny, and to aboliſh the Whole, or ſuch Part thereof as ſhall fully appear to be an Oppreſſion upon the Country. (b)

(Signed at the End)

" Heny Savage,
Jas Moffatt,
Thos Rumbold,
T. B. Rous,
John Smith,
Ben. Booth,
G. Wombwell,
Joſeph Sparkes,
John Roberts,
Wm James,
Fredk Pigou,
J. Stables,
George Tatem,
George Cuming,
Rd Hall,
Samuel Peach."

(a) Vide Appendix, No CXL.

(b) Vide Appendix, No CXLI.

Read, alſo, further Extract from the ſame Letter, beginning at Page 403 of the ſame Book.

Par. 15. " Although we do not for the Preſent think it expedient to lett the Lands on Leaſes for Lives, or on Terms more permanent than thoſe already ſpecified, it is nevertheleſs our earneſt Deſire to impreſs the Zemindars and Rentors with a full Confidence in the Juſtice of our Proceedings, and particularly to convince them, that while they behave with Honour to us, and with Kindneſs to their Under Tenants and Cultivators, they ſhall moſt certainly experience our Favour; and that nothing but a contrary Conduct can ever ſubject them to our Diſpleaſure. We therefore direct, that wherever Lands have been lett at a reaſonable Rent, and the Zemindar or Rentor has fulfilled his Engagement to your Satisfaction, no ſuch Perſon be diſpoſſeſſed of Lands, or compelled to pay an advanced Rent, without the moſt ſubſtantial Reaſons for ſuch Advance, and even then he ſhall have the Preference of all others, and be ſuffered to continue at a moderate additional Rent. But in all Inſtances where ſuch increaſed Value ſhall not be conſiderable enough to become an Object of Conſequence to Government, no Zemindar or Rentor ſhall be diſpoſſeſſed or moleſted, but permitted to enjoy the Fruits of his Induſtry and Improvements, and to renew his Leaſe or Agreement from Year to Year without any Increaſe of Rent." (*a*)

Read, alſo, the following Extract of a General Letter from the Court of Directors to the Governor General and Council at Fort William in Bengal, dated London, the 4th July 1777, beginning at Page 753 of the ſame Book.

Par. 36. " In our Letter of the 5th of February 1777, we expreſſed our Apprehenſions, that a ſudden Tranſition from One Mode to another in the Inveſtigation and Collection of our Revenues, might have alarmed the Inhabitants, leſſened their Confidence in our Proceedings, and been attended with other Evils; yet as we were led to hope that ſuch Information had been obtained, as would enable us to aſcertain with a ſufficient Degree of Preciſion, what Revenues might be collected from the Country without oppreſſing the Natives, we felt ſome Satisfaction in conſidering thoſe Evils as at an End, and proceeded to give ſuch Inſtructions as appeared to us neceſſary for your Guidance in a future Settlement of the Lands.

37. " In this State of the Buſineſs our Surpriſe and Concern were great, on finding by our Governor General's Minute of 1ſt November 1776, that after more than Seven Years Inveſtigation, Information is ſtill ſo incomplete as to render another Innovation, ſtill more extraordinary than any of the former, abſolutely neceſſary, in order to the Formation of a new Settlement.

38. " In 1769, Superviſors were appointed profeſſedly to inveſtigate the Subject; in 1770, comptrolling Councils of Revenue were inſtituted; in 1772, the Office of Naib Duan was aboliſhed, Natives were diſcarded, and a Committee of Circuit formed, who, we were told, preciſely and diſtinctly aſcertained what was neceſſary to be known; and now, in 1777, Two junior Servants, with the Aſſiſtance of a few Natives, are employed to collect and digeſt Materials, which have already undergone the Collection, Inſpection, and Reviſion of ſo many of our Servants of all Denominations. We by no Means diſapprove the Attempt to obtain further Information, if it be neceſſary; but are ſorry that the Conduct of the Majority of the Council on the Occaſion has been ſuch as muſt have our utter Diſapprobation. (*b*)

(Signed at the End)

" Henry Fletcher,	Rd Hall,
John Smith,	Samuel Peach,
John Harriſon,	George Cuming,
Chas Boddam,	Thomas Rumbold,
Geo. Wombwell,	John Michie,
W. Devaynes,	Richd Becher,
J. Purling,	George Tatem,
Fredk Pigou,	Joſeph Sparkes,
John Roberts."	

Read, alſo, a further Extract from the ſame Letter, beginning at Page 759 of the ſame Book, as follows:

43. " And, as to arranging the Materials when tranſmitted to Fort William, if the Experience of the Officers of the Khalſa has not rendered them capable of executing a Work of this Nature more ſpeedily, and to greater Advantage than Two Strangers, be their Abilities what they may, we muſt declare them unfit for their Employments.

44. " The Roy Royan was the regular Channel of ſuch Communications as require the Interpoſition of a Native, and not Gunga Govind Sing, whoſe Diſmiſſion from the Calcutta Committee had rendered him an improper Perſon to tranſact Affairs of ſuch Moment to the Company.

(*a*) Vide Appendix, No CXLI.

(*b*) Vide Appendix, No CXLII.

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45. " The Superintendant of the Khalſa Records and Perſian Tranſlator are unworthy their Offices, if unable to direct the Arrangement of Papers ſo immediately connected therewith; and as we conſider the Preparation of Materials, upon which a General Rent Roll of the Provinces muſt be formed, as interfering moſt eſſentially with the ordering and Management of the Revenues, we muſt be of Opinion that the Members of our Council could not legally relinquiſh their Power of immediate Inſpection and Superintendance of thoſe Materials in the Firſt Inſtance, nor delegate a ſeparate Power of future Controul in the Degree, and to the Extent now veſted in the Perſon of the Governor General, becauſe, though there might be no Reaſon to expect unfair Proceedings in the preſent Caſe, it was abſolutely neceſſary to guard againſt the Poſſibility of enabling the Governor General to ſuppreſs or reject Papers or Accounts which might be deemed neceſſary Inſtruments of Information by other Members of the Council.

46. " In Regard to the Idea of deputing Natives on occaſional Inveſtigations, we are really aſtoniſhed at ſuch a Propoſition. If a Committee of Circuit and Council of Revenue, compoſed of the moſt intelligent and reſpectable Characters in our Service, and armed with all the Power of the Preſidency, have failed in their Attempts to obtain neceſſary Information, from whence are theſe Natives to procure it? And if Colluſions have been practiſed by Members of Adminiſtration when deputed into the Diſtricts, what Reaſon have we to expect that the Conduct of native Deputies, who cannot be ignorant of former Tranſactions, will be found more unexceptionable than that of their Superiors? It will certainly be allowed that they are liable to great Temptations, becauſe their Report muſt determine, in ſome Degree at leaſt, the Amount of Revenue to be taken from thoſe Diſtricts which are to be the Subjects of their Inveſtigation.

47. " The Minutes of General Clavering and Mr. Francis leave us little to add on this diſagreeable Subject. Their Reaſons againſt delegating a ſeparate Power of Controul to the Governor are ſolid and judicious, and we are happy in declaring that their Conduct on the Occaſion meets with our Approbation." (*a*)

Read, from Book 221 already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Fort William in Bengal, dated 23d December 1778, beginning at Page 625 of the ſame Book.

Par. 130. " In our Letter of the 24th of December 1776, you were acquainted that, for many weighty Reaſons, we did not then think it adviſable to authorize you to let the Lands of the Provinces on Leaſes for Lives, or in Perpetuity: The ſame Reaſons ſtill operate. We therefore direct, that you relet the Lands, from Year to Year, on the moſt advantageous Terms procurable, except by public Auction, until you ſhall be duly authorized and impowered by the Court of Directors to adopt another Syſtem; and we further direct, that you alſo continue to make the Letter and Spirit of our Orders of the 5th of February 1777, the Rule of your Proceedings on this important Subject.

Signed " R^{d} Hall, G. Wombwell,
W^{m} Mills junior, W^{m} James,
J. Stables, L. Sulivan,
Tho^{s} Cheap, J^{no} Woodhouſe,
W. Devaynes, J^{no} Michie,
W. G. Freeman, Joſeph Sparkes,
Rob^{t} Gregory, John Roberts,
John Smith, H. Fletcher,
Samuel Peach."

The Managers for the Commons ſtated, They ſhould next proceed to lay before the Houſe, certain Opinions of Mr. Haſtings relative to the Matter contained in the above Orders of the Court of Directors, in order to ſhew that every Order given by them was afterwards diſobeyed in 1781.

Read, from Book 210, already delivered in, the following Extract of a Conſultation of the 11th March 1775, beginning at Page 1007 of the ſame Book.

" Fort William, the 11th of March 1775.

Rev. Dept. Saturday.

" At a Council; Preſent,
The Honourable Warren Haſtings Eſquire, Governor General, Preſident;
Lieutenant General Clavering,
The Honourable George Monſon,
Richard Barwell,
Philip Francis, } Eſquires.

Governor General's Motion for the ſeparate Opinions of the Members on

" The Governor moves, That the ſeparate Opinions of the Members of the Council be taken and ſent to England with the laſt Diſpatches of this Seaſon, concerning the Mode which each ſhall judge it moſt expedient to adopt for the new Settlement of the Provinces after the Expiration of the preſent Leaſes, that the Honourable Court of Directors may be furniſhed in due time with

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(*a*) Vide Appendix, N° CXLII.

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bearing Date the 5th Day of Auguſt 1786; and alſo the original Teeps, Obligations, or Securities ſeverally given in reſpect of the ſaid Cabooliats. Dated this 20th Day of February 1790.

We are, &c.

" To Richard Shaw Eſquire,
Solicitor for the ſaid Warren
Haſtings.

Wallis and Troward,
Solicitors for the Managers
conducting the Impeachment."

Q. Do you produce that Teep?

The Counſel for the Defendant ſtated, That Mr. Haſtings certainly had no ſuch Papers, or he would have produced them.

The Managers for the Commons deſired Mr. Hudſon might be called in again.

Accordingly Mr. HUDSON was again called in, and examined as follows:

Q. Have you ſearched the Books at the India Houſe for any Teep, Security, or Obligation, granted by Kelleram or Cullian Sing to Mr. Haſtings?
A. I have got a Collection of Papers concerning Kelleram's Farm, and I find no ſuch Paper among the Proceedings.

Q. Have you ſearched for it?
A. Not expreſsly; but if there had been ſuch, I ſuppoſe I ſhould have found it; and I ſhould have included it in the Collection.

Q. (*Croſs examined.*) Whether you know any Inſtance of any original Cabooleat or Teep whatever tranſmitted from India to the India Houſe?
A. Certainly not: I underſtood this was an Agreement between Cullian Sing and Mr. Haſtings, of Courſe it would not appear.

Q. But in other Caſes of Teeps or Cabooleats, are the Originals ever tranſmitted to the India Houſe?
A. Certainly not.

Q. Are there any Copies of them tranſmitted to the India Houſe?
A. If this is a Note of Hand, which I ſuppoſe it to be, there certainly is not.

Q. (*by a Lord.*) Are Copies of Cabooleats tranſmitted to the India Houſe?
A. When a Farm is let, the Cabooleats are generally, almoſt univerſally, upon the Conſultations. I do not underſtand the Difference between a Cabooleat for a Farm, and that ſpoken of.—A Teep I underſtand to be a Note of Hand.

Q. (*by Counſel.*) Are there any Inſtances, from the Beginning of Time to this Hour, of any Teeps being tranſmitted to the India Houſe?
A. No; never that I heard of.

The Managers for the Commons ſtated, They would next proceed to ſhew that it was the Opinion of the Court of Directors, that even when ſmall Preſents were made and carried to the Account of the Company, it was a Thing that ought not to be done.

Read, from Book 216, the following Extract of a Conſultation of the 7th November 1774, beginning at Page 134 of the ſame Book.

" Fort William, the 7th November 1774.

Sec. Dep. Monday.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Lieutenant General John Clavering,
Richard Barwell, } Eſquires.
Philip Francis, }
Colonel Monſon indiſpoſed.

The Preſident offers his Nuzzers to be carried to the Company's Credit.

" The Governor lays before the Board Two Bags, one containing One hundred forty-ſix Gold Mohrs, the other containing Three hundred twenty-ſeven Rupees of different Sorts, which were preſented to him in Nizzers by different Perſons, from the 1ſt Auguſt to the 31ſt of October. He has not thought it proper to diſcontinue the Cuſtom, but has accepted the Preſents on the Behalf of the Company, meaning to deliver for their Uſe, at the End of each Month, the Sums ſo received by him in the Courſe of it, which, in his Opinion, will be preferable to an abrupt Rejection of ſuch Offers, which are intended, by immemorial Uſage, as Pledges of Reſpect and Submiſſion, and accepted as an implied Aſſurance of Protection.

" He ſubmits his Intention in this Reſpect to the Judgement of the Council, and will readily correct it, if they ſhall deem the Subject of ſo much Importance, as to preſcribe a general Rule of Conduct more conformable to the Deſign and Letter of the late Act of Parliament.

" Ordered,

Received into the Caſh.

" Ordered, That the Money be ſent to the Caſh, and carried in Account to the Company's Credit under the Head of Nuzzers; and that whatever Sums may be hereafter tendered by the Governor be received and credited in the ſame Manner.

The General's Opinion on this.

" The General conceiving it to be the Intention of the Legiſlature, that the Governor General and Members of the Council ſhould receive no Preſents, either from the Indian Powers, or any Perſons whatever, he has ſtrictly complied ſince his Arrival here, both with the Spirit of the Letter of the Act of Parliament, and has accordingly returned all the Preſents which have been made to him.

Mr. Francis.

" Mr. Francis delivers his Opinion on this Subject in the following Words.

" I have not yet received, nor do I intend to accept of any Nazir or Preſent whatſoever. The Prohibition in the Act of Parliament appears to me ſo ſtrict, that I think no Choice is left my own Diſcretion. This however is a Point on which every Gentleman will judge for himſelf, and I do not mean to impute the leaſt Impropriety to any Opinion that may differ from mine on this Subject.

(Signed) " P. Francis."

Mr. Barwell's Minute on receiving Preſents.

" Mr. Barwell delivers a Minute in conſequence of the Diſcuſſion of this Matter, as follows:

" I entirely approve of the Honourable the Preſident's Conduct in the Receipt of complimentary Nuzzirs. The Prejudices of the Natives of Hindoſtan, bigotted to their ancient Cuſtoms, make it abſolutely impoſſible to avoid deviating, in this Particular, from the Words of the Act of Parliament. The Spirit of the Act is not, however, by this ſeeming Deviation, departed from, but regarded with an Attention which ſhews the moſt ſcrupulous Reſpect to the Reſtrictions of the Legiſlature. Nuzzers are not made to the Man, but to the Station he fills, and are very different in their Nature from gratuitous Rewards, or the Gifts denominated Preſents. I therefore cannot but equally honour the Principle, while I admit the Juſtneſs of the Motive, on which official Nuzzers or Compliments are accepted by the Governor General. I ſee their Acceptance in a Light of the greateſt Propriety, perfectly conſiſtent with the Ideas of the Company, and regardful of what they have invariably recommended—Attention to the particular Prejudices, Manners, and Diſpoſitions of the Natives.

" The Governor General has thought proper to ſubmit the Nuzzirs made to his Station to the Court of Directors, to be appropriated agreeably to their Pleaſure: Small as the Object is to the Company, and to the Nation, it gives Dignity to his Character, as Guardian of the public Intereſts, and obviates all this Miſinterpretation of the Principle of the Motive which has induced him to a Compliance with the rooted Prejudices and Manners of the Aſiatics. My Experience, from long Reſidence in this Country, convinces me of the real Neceſſity there is of reſpecting Uſages in immaterial Points, and which diſregarded, would be followed by Impreſſions reſulting from a Conduct repugnant to Aſiatic Notions of Propriety and Deference.

" I might here make a Tender to the Publick of the trivial Nuzzers, to the Acceptance of which my Station has impelled me; but what is proper for the Governor General would, in me, I apprehend, appear rather in the Light of a conſequential inſignificant Diſplay of Riggidneſs* in the Exceſs. The Amount of my complimentary Nuzzirs of a Gold Mohur and Five Rupees from the Period of my Arrival at the Preſidency, exceeds not the Sum of 250 R^{s}, excluſive of a Compliment from the Nabob of Arcot of a few Pieces of Cloth, the Produce of his Country, and Two Shawls, a Compliment more than returned by myſelf in the Manufactures of Bengal, to the Amount of S^{a} R^{s} 3,000*, three thouſand Sicca Rupees.

(Signed) " Rich^{d} Barwell.

* Sic in Orig.

* Sic in Orig.

And at the End of the Conſultation,

" Warren Haſtings,
J. Clavering,
Rich^{d} Barwell,
P. Francis."

To ſhew that the Company approved of the Determination of the Majority of the Board laſt read in Evidence,

Read the following Extract from the printed Minutes of Evidence, beginning at Page 971 of the ſame.

" Extract of a ſeparate General Letter from the Court of Directors to the Governor General and Council at Fort William, in Bengal, dated the 15th December 1775.

43. " As the Cuſtom of receiving complimentary Nazirs, or Preſents, is not only liable to Abuſe, but alſo contrary to the late Act of Parliament for regulating Indian Affairs, we much approve the Determination of the Majority to refuſe all ſuch Preſents; and direct that ſtrict Obe-

dience be paid to the ſaid Act, not only by all the Members of our Council, but by every Perſon in our Service, and by all Britiſh Subjects reſiding in India under our Protection.

Signed (at the End of the Letter)

“ Chr Boddam,
Pet. Laſcelles,
Thos Rumbold,
J. Stables,
Edwd Wheler,
Jn. Woodhouſe,
W. Devaynes,
John Harriſon,
John Roberts,
Wm James,
G. Wombell,
Robt Gregory,
John Michie,
Fredk Pigou.”

To ſhew that the Defendant preſented to the Company the Sum of 20,000l. received from Cheit Sing, as his own Money;

Read, from Book 26, the following Extract of a Conſultation of the 26th June 1780, beginning at Page 560 of the ſame Book.

“ Fort William, 26th June 1780.

At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Philip Francis, } Eſquires.
Edward Wheler, }

Lieutenant General Sir Eyre Coote abſent on a Viſit to the different Stations of the Army.

“ Extract from Governor General's Minute.

“ I now revert to my Propoſition, and requeſt the Board to reconſider their Objections to the Inſtructions which I have propoſed to be given to Major Carnac. I have not the Preſumption to expect that they will be influenced by any Reaſonings which I have uſed, having had too much Experience of the Inſufficiency of Official Argument to overcome a decided, and much leſs a confederate Oppoſition; but as the Expence which will attend the Meaſure which I have recommended, is the only formal Objection made to it, I hope I may be allowed to remove it by offering to exonerate the Company from it, and to take it upon myſelf. That this Propoſition may not be miſunderſtood, and that I may not bind myſelf by Engagements, which may exceed my Power to fulfil them, I will explain myſelf:

“ The regular Pay and Batta of the Troops which are to form Major Carnac's Detachment, conſtitute no Part of the Expence of it, ſince theſe would be the ſame in their Amount, although the Battalions remained in their original Quarters. Neither ought the Suſpenſion of the Subſidy to be charged to the Expedition, ſince it is probable, and I regard it as certain, that the Rajah, having no further Call for our Aid within his Country for the ſole Defence of it, will be glad to be relieved from the Expence attending it, and becauſe it is propoſed, in the laſt of the Minutes of Meſſrs. Francis and Wheler, to withdraw it. The Contingencies of the Detachment are, therefore, the only Expence that can be reaſonably charged to the Expedition. Theſe I rate far below Two Lacks of Rupees. That Sum I offer to contribute to this Diſburſement: I have already depoſited it, within a ſmall Amount, in the Hands of the Sub-Treaſurer; and I beg that the Board will permit it to be accepted for that Service. (a)

(Signed) “ Warren Haſtings.

“ Ordered, That the foregoing Minute lie for Conſideration.

(Signed at the End of the Conſultation)

“ Warren Haſtings,
P. Francis,
Edwd Wheler.”

The Managers for the Commons ſtated, they would next deliver in a Paper containing a Reference to ſuch Parts of the printed Evidence, as the Managers relied on, to prove the Receipt of Preſents from Saddanund, the Vackeel of Cheit Sing, and from the Nabob Vizier.

The ſame was delivered in, and is as follows:

(a) Vide Appendix, No CLXIII.

“ A Reference

“ A Reference to ſuch Parts of the Evidence, as the Managers rely on, to prove the Receipt of Preſents from Saddanund, the Vackeel of Cheit Sing, and from the Nabob Vizier.

SADANUND,—Two Lacks.

To ſhew the Receipt of the Two Lacks charged to be received from Sadanund.

Printed Minutes, Benares 1788.
96 Haſtings's Defence.

Printed Minutes, 1790.
1103 Haſtings to the Directors. 1780, November 29.
1114 Same to ſame. 1782, May 22.
1115 Account referred to in the laſt.
Ibid. Affidavit of Larkins annexed.
1151 Haſtings to the Chairman of the Directors, from Cheltenham. 1785, July 11.
1153 Larkins to the Chairman of the Directors,—Par. 11, 12, 13, 14. 1786, Auguſt 5.

Printed Minutes, 1788.
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571 } Major Scott's Examination.
572
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574

VIZIER,—Ten Lacks.

To ſhew that Haſtings took the Bribe of £. 100,000 from the Vizier.

Printed Minutes, 1788.
544 Haſtings to the Directors. 1782, January 20.
545 Middleton's Examination.

Haſtings's own Account of that Tranſaction; his Acknowledgement of it to the Directors, when, as he ſtates, it could no longer be concealed; and his Application to the Company to have it allowed to himſelf.

553 Haſtings to the Directors.—Cheltenham. 1785, July 11.
555 Middleton to Haſtings. 1782, January 10.
556 Middleton I. B. to Larkins. 1781, Auguſt 22.
Ibid. Same to Roberts. ibid. ibid. 30.
Ibid. Haſtings to Wheler. ibid. October 13.
557 Same to the Directors. 1782, May 22.
558 Same to ſame. ibid. December 16.

An Account of the Produce of this Sum given to Haſtings by the Nabob.

Ibid. Account. 1782, May 22.
559 Larkins's Affidavit. ibid. December 16.
Ibid. Directors to the Council. 1783, January 15.
560 Larkins to the Directors. 1786, Auguſt 5.
Ibid. Account incloſed.

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566 } Major Scott's Examination.
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To trace the Preſent through Gopaul Doſs, to the Time the Begums were plundered; and to ſhew that Gopaul Doſs was particularly recommended by Haſtings to Middleton.

575 Haſtings to Middleton. 1781, December 22.
576 Middleton to Haſtings. 1782, January 15.
Ibid. Same to Same. 1782. February 21.
577 Middleton to Palmer. 1781, October 29.
Ibid. Same to Haſtings. 1782, October 23.

The

	Kind of Huſtbood will indeed be neceſſary at any Rate, according to our Plan, in order to aſcertain the Taxes which have been impoſed upon the Ryots ſince the Commencement of 1771; but to truſt to it for fixing this Settlement, would be attended with great Riſk of injuring the Government by the Influence of the Zemindars preventing the Delivery of juſt Accounts, and by the Temptations to which the Aumuns would be expoſed of Corruption. Leaſes to Farmers on fixed Terms for Life, would intereſt them in the Improvement of the Country equally with the Zemindars, and in one Reſpect would be more effectual; we mean, by being granted to ſubſtantial *, who have Money of their own to lay out in Improvements. The principal Argument in Favour of the Zemindars, is the Security ariſing from the Power of ſelling their Lands, when Landed Property is put on ſuch a Footing as to become deſirable.]
§ (" 11th. That it be expreſsly ſtipulated, that no Attention ſhall be paid to any Propoſals for an annual Encreaſe, it being meant, that the ſame Revenue ſhall be paid for the Firſt Year, as for the ſubſequent Years; that no Encreaſe be levied, or Deduction allowed, on any Account or Pretence whatever.	" 11th. If the Attention of Government be drawn aſide by Allurements held out of future Encreaſes, the Revenue will be over-rated. Many Perſons may be found, who will not ſcruple to promiſe more than they know themſelves able to perform, if by that Means they can obtain their preſent Views. (Vide Obſervations on the 4th Article).
" 12th. That it be obſerved as an invariable Rule, that if any Zemindar fails in his Engagements, his Zemindarry, or ſuch Part of it as may be neceſſary to pay the Deficiency, ſhall be publickly ſold. The Purchaſer to hold it, either on the Terms of a Huſtbood, as propoſed in the 2d Article, or according to the preceding Settlement, as may be ſpecified in the Advertiſement.	" 12th. Without this Article, we ſhould not think a Settlement with the Zemindars adviſeable, eſpecially with the great Zemindars. They are for the moſt Part ignorant of, or inattentive to Buſineſs, and truſt to their Servants, who defraud and impoſe upon them. Beſides, it has ſo long been the Cuſtom of Bengal, to raiſe their Rents to the full Value of their Lands, that very few of them have any Deſire for their Improvement, and we do not ſuppoſe that an Alteration in the Syſtem of Landed Property, will make any immediate change in Sentiments which they have imbibed from their Infancy. The Fear of the Sale of their Lands, is the only probable Inſtrument of keeping them to their Engagements; and the actual Sale of them, is the only Means of re-imburſing the Government if they fail. With reſpect to the Terms on which the Revenue of the alienated Lands ſhould be paid for the Purchaſer in caſe of their Sale, the following ſhould be the Rules obſerved: " If the Land to be ſold be a Purgunnah ſeparated from a large Zemindarry, it ſhould be aſcertained by a Huſtbood, as propoſed in the 3d Article: " If it be an entire ſmall Zemindarry, it ſhould be fixed according to the preceding Settlement, provided the Council have Reaſon to believe it was rated at nearly it's juſt Value.
" 13th. That the ſeveral Regulations propoſed in the 4th, 5th, 6th, 7th, 8th, and 9th Articles, relative to Purchaſers in the Calcutta Purgunnahs, ſhall equally extend to the Purchaſers in other Diſtricts, and to the preſent Zemindars.	" 13th. Requires no Explanation.
" 14th. That whenever the Zemindar does not farm his own Zemindarry, his Allowance be paid at 10 per Cent. on the Amount of the Revenue ſettled by the Government.	" 14th. We underſtand this was the Rule in the ancient Conſtitution of the Empire. It now prevails univerſally in the Province of Bahar, under the Title of Malckâna, or the Right of the Proprietor.

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* Sic in Orig.

“ 15th. That each Zemindar, or the Farmer where the Farmer has Poſſeſſion, be authorized to exerciſe a Foujidarry Juriſdiction, and be made anſwerable for Murders and Robberies committed in his Diſtrict, agreeably to the old Conſtitution of the Empire.

“ 15th. The Foujidarry Juriſdiction, according to the Conſtitution of the Empire, is inherent in the Zemindar; but it will be dangerous to entruſt the Exerciſe of it to any other than the Perſon who has the Charge of the Collections, nor would it prove effectual in any other Hands. Continual Jealouſies and Contentions would be excited between the Farmer and the Foujidar. The former would ſuffer by the Oppreſſions of his Ryots, if the latter had a ſuperior Influence, or he would make uſe of ſuch a Plea to obtain a Remiſſion in his Rents; and the Foujidar would be unable to act, if the Farmer's Influence prevailed, as the Ryots would always fly to him for Protection. Some Regulation of this Kind is neceſſary for the Peace of the Country, but it would require much Care to put it upon ſuch a Footing, as neither to be oppreſſive to the Farmer, nor to the Ryots. The old Conſtitution of the Mogul Empire ſhould in this Inſtance be the Baſis of the Rules to be ordained.

“ 16th. That for the Salt Contracts a Preference be allowed to the Land Farmer, and that in future it be regulated that the Molungees, or Salt Boilers, ſhall not be obliged to work, whether they chuſe it or not; but only, that if they do work, it ſhall be for the Contractor, and that their Salt ſhall be delivered to him; the Price to be ſettled by mutual Agreement.

“ 16th. We propoſe that the Zemindar, or Land Farmer, ſhould alſo be the Contractor, becauſe he would be able to execute that Buſineſs with greater Advantage than another. An Order reſtricting the Molungees to the Service of the Contractor cannot be oppreſſive, if they are at the ſame Time allowed to quit that Buſineſs altogether, in caſe they cannot ſettle with the Contractor, to their own Satisfaction, for the Price and Conditions of their Labour. Such a Permiſſion would put them on a happier Footing than they have ever yet enjoyed.

“ That Government ſhould continue to draw a Revenue from the Article of Salt, appears highly proper and equitable. Suppoſe the Inhabitants, one with another, to expend a Seer of Salt per Month, (which is a large Allowance), and ſuppoſe the Government to draw from it a Revenue of One Rupee per Maund, which would amount to Twenty Lacks; the Charge to each Perſon would be little more than a Fourth Part of a Rupee in a Year; ſo mere a Trifle, that it could ſcarcely be felt. We ſuppoſe the utmoſt; the real Increaſe of Price ſince the Year 1772, when the Government took the Salt Manufacture into their own Hands, has not been Half a Rupee per Maund.”)

☞ [17th. That theſe Regulations, or ſuch Part of them as ſhall be approved, and any others which the Honourable Court of Directors ſhall think fit to add to them, be paſſed into fixed Laws by their expreſs Command; that it ſhall not be in the Power of the Governor and Council to change or deviate from them on any Occaſion, or for any Pretence whatſoever; and that Copies thereof, in the Engliſh, the Perſian, and Bengal Languages, be affixed to all the Cutcherries of the Provinces, with the ſame Authority declared for their Eſtabliſhment and Duration.

[17th. The continual Variations in the Modes of collecting the Revenue, and the continual Uſurpations on the Rights of the People, which have been produced by the Remiſſneſs or the Rapacity of the Mogul Government, and, in the Engliſh, by the Deſire of acquiring a Reputation from a ſudden Increaſe of the Collections, without ſufficient Attention to remote Conſequences, have fixed in the Minds of the Ryots ſo rooted a Diſtruſt of the Ordinances of Government, that no Aſſurances, however ſtrong, will perſuade them, that Laws, which have no apparent Object but the Eaſe of the People and the Security of Property, can be of long Duration, unleſs confirmed by a ſtronger Pledge than the Reſolution of a fluctuating Adminiſtration. Even with the Sanction of the Honourable Court of Directors, Time will be required to reconcile their Belief to ſo extraordinary a Revolution in the Principles of this Government.] (a)

“ Warren Haſtings,
Rich^{d} Barwell.”

(a) Vide Appendix, N° CXLIII.

Read, from Book 180 already delivered in, the following Extract of a Letter from the Governor General and Council at Bengal to the Court of Directors, dated 3d November 1772.

Par. 22. “ When it can be done with Propriety, the entruſting the Collections of the Diſtricts to the hereditary Zemindars, would be a Meaſure we ſhould be very willing to adopt, as we believe that the People would be treated with more Tenderneſs, the Rents more improved, and the Cultivation more likely to be encouraged, the Zemindarry leſs liable to Failure or Deficiencies than the Farmer, from the perpetual Intereſt which the former hath in the Country, and becauſe his Inheritance cannot be removed, and it would be improbable he would Riſk the Loſs of it by eloping from his Diſtrict, which is too frequently practiſed by a Farmer when he is hard preſſed for the Payment of his Balances, and as frequently predetermined when he receives his Farm. (a)

Signed at the End,
“ Warren Haſtings, Rich^d Barwell,
Thomas Lane, W^m Alderſey,
R^t Barker, James Harris,
H. Goodwin.”

Read, from Book 184 already delivered in, the following Extract of a Conſultation of the 14th of May 1772, beginning at Page 248 of the ſame Book.

☞ [“ Fort William, the 14th May 1772.
“ At a Committee of Revenue; Preſent,
The Honourable Warren Haſtings Eſquire,
William Alderſey, James Harris,
Philip Milner Dacres, James Lawrell,
Thomas Lane, Henry Goodwin,
Richard Barwell, John Graham.
Eſquires.

“ The Farmer who holds his Farm for One Year only, having no Intereſt in the next, takes what he can with the Hand of Rigour, which, even in the Execution of legal Claims, is often equivalent to Violence.—He is under the Neceſſity of being rigid and even cruel, for what is left in Arrear after the Expiration of his Power, is at beſt a doubtful Debt, if ever recoverable.] ☜

§(“ He will be tempted to exceed the Bounds of Right, and to augment his Income by irregular
“ Exactions, and by racking the Tenants, for which Pretences will not be wanting, where the
“ Farms paſs annually from One Hand to another. What ſhould hinder him? He has nothing
“ to loſe by the Deſertion of the Inhabitants, or the Decay of Cultivation. Some of the richeſt
“ Articles of Tillage require a Length of Time to come to Perfection; the Ground muſt be ma-
“ nured, banked, watered, ploughed, and ſowed or planted. Thoſe Operations are begun in
“ one Seaſon, and coſt a heavy Expence, which is to be repaid by the Crops of the ſucceeding
“ Year. What Farmer will give either Encouragement or Aſſiſtance to a Culture of which another
“ is to reap the Fruits?

“ The Diſcouragements which the Tenants feel from being transferred every Year to new
“ Landlords, are a great Objection to ſuch ſhort Leaſes: They contribute to injure the Cultiva-
“ tion, and diſpeople the Lands. They deprive the induſtrious Reiat of thoſe Aids, known by
“ the Appellation of “ Tuccaubee,” ſo eſſentially neceſſary to enable him to purchaſe Cattle, Seed,
“ and Utenſils of Huſbandry, which a more permanent Farmer will ever find it his Intereſt to
“ ſupply as a Means of promoting an increaſed Cultivation, and they of Courſe prove an unſur-
“ mountable Obſtacle to bringing into an arable State, the immenſe Tracts of Waſte Land which
“ overſpread this fertile Country.

“ The Defects of ſhort Leaſes point out, as a neceſſary Conſequence, the oppoſite Advantages of
“ long Farms.

“ From theſe the Farmer acquires a permanent Intereſt in his Lands. He will, for his own
“ Sake, lay out Money in aſſiſting his Tenants in improving Lands already cultivated, and in
“ clearing and cultivating Waſte Lands. He will not dare to injure the Rents, nor encroach
“ in one Year on the Profits of the next, becauſe the future Loſs which muſt enſue from ſuch a
“ Proceeding will be his own; the Tenants will grow familiarized to his Authority; and a mu-
“ tual Attachment is at leaſt more likely to proceed from a long Intercourſe between them, eſpe-
“ cially when their Intereſts are mutually blended, than from a new and tranſitory Connection
“ which is ready to expire before it can grow into Acquaintance.

“ Such are the Arguments which have occurred to us, in Support of the Two Points on which
“ we have already determined, namely, to diſpoſe of the Lands to farm, and on long Leaſes.

“ We are happy to reflect, that the Commands of our Honourable Maſters in many of their
“ late general Letters, but eſpecially * ſtrongly inculcate the ſame Opinion.”) §

* Sic in Orig.

☞ [(Signed at the End),
Warren Haſtings, W. Alderſey,
Thomas Lane, Rich^d Barwell,
James Harris, H. Goodwin.”] (b) ☜

(a) Vide Appendix, Nº CXLIV.

(b) Vide Appendix, Nº CXLV.

The Managers for the Commons informed the Houſe, they ſhould next read a Paper, to ſhew the Opinion of Mr. Haſtings with reſpect to the Impoſſibility of a partial Delegation of the Authority of the Superior Council in Matters of Revenue, for the Purpoſe of introducing another Paper, to prove that he did afterwards make ſuch Delegation ſo diſapproved of by himſelf, and then ſent a partial Repreſentation of it to the Court of Directors.

The Counſel for the Defendant objected, that this was not charged in the Articles, and that if it were, it did not amount to Matter of Crimination, ſo as to entitle the Managers for the Commons to go into Evidence at all upon the Subject.

The Managers for the Commons in anſwer ſtated, That the Allegation intended to be proved was contained in the 7th Article (*a*); and contended, that the Counſel for the Defendant were not now at Liberty to object to the Admiſſion of Evidence on the Ground of the Effect of it; ſuch Objection, if founded, being Matter in Arreſt of Judgement hereafter.

The Counſel for the Defendant waived their Objection for the preſent.

Read, from Book 190, already delivered in, the following Extract of a Committee of Council of the 28th July 1772, beginning at Page 286 of the ſame Book.

" Coſſimbazar, the 28th July 1772.

" At a Committee; Preſent,
The Honourable Warren Haſtings Eſquire, Preſident;
Samuel Middleton,
P. Milner Dacres,
James Lawrell,
John Graham,
} Eſquires.

" In the Conſideration of the Subject before us, the Firſt Point of Enquiry is, whether the Buſineſs of the Dewannee ſhall be conducted as it hath hitherto been, in Part by the Agency of the Company's inferior Servants, conſtituting a Board of Revenue at Moorſhedabad, or be put under the immediate Controul of the Members of their Adminiſtration. We ſhall not heſitate to determine in favour of the latter; the Revenue is beyond all Queſtion the firſt Object of Government, that on which all the reſt depend, and to which every other ſhould be made ſubſervient. There muſt be a controlling Power in this Department, it cannot be partially delegated; but in whatever Hands it is lodged it muſt be abſolute and independant. But the Superior Council, which is, conſtitutionally, the controuling Power, having no Cognizance nor Connection with the inferior Department, can have no Knowledge of what is tranſacted but from the Informations of the Board of Revenue, which, however fair and impartial, cannot poſſibly convey that intimate Intelligence which ariſes from daily Practice, and a direct Communication with the Servants of the Revenue. Without ſuch an Intelligence, what Authority can the Adminiſtration poſſeſs in the Affairs of the Collections; or, with what Confidence can they iſſue any Orders for their Improvement, impreſſed, as they muſt be, with the Conſciouſneſs that they are but imperfect Judges of Matters on which they dictate to others better informed? In effect, all Authority and Command will reſt with the Board of Revenue.

(Signed at the End) " Warren Haſtings,
P. M. Dacres,
James Lawrell,
J. Graham." (*b*)

The Managers for the Commons ſtated, they ſhould next proceed to ſhew, that the Defendant did make the Delegation he himſelf had reprobated.

Read, from Book 225, already delivered in, the following Extract of a Conſultation of the 9th of February 1781, beginning at Page 663 of the ſame Book.

" Fort William, 9th February 1781.

Rev. Dept.
Friday.

" At a Council; Preſent,
The Honourable Warren Haſtings Eſquire, Governor General, Preſident;
and
Edward Wheler Eſquire.

Plan for the future Management of

" The Syſtem which yet ſubſiſts, though with many uneſſential Variations, of ſuperintending and collecting the publick Revenue through the Agency of Provincial Councils, was inſtituted

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(*a*) Vide Printed Articles;—Art. 7, Par. 18 and 19.

(*b*) Vide Appendix, N° CXLVI.

for

the Revenues of theſe Provinces.

for the temporary and declared Purpoſe of introducing another more permanent Mode, by an eaſy and gradual Change, by which the Effects of too ſudden an Innovation might be avoided. This permanent Plan is methodically and completely delineated in the ſame Proceedings of the 23d of November 1773 of this Department, in which the Provincial Councils were eſtabliſhed.

" It conſiſts, ſubſtantially, in this; that all the Collections of the Provinces ſhould be brought down to the Preſidency, and be there adminiſtered by a Committee of the moſt able and experienced of the Covenanted Servants of the Company, under the immediate Inſpection *, and with the Opportunity of inſtant Reference for Inſtruction to the Governor General and Council.

" Conformably to this Deſign, it is now reſolved and ordered;

" 1ſt. That a Committee of Revenue, conſiſting of Four Covenanted Servants of the Company, be immediately conſtituted; who ſhall be entruſted with the Charge and Adminiſtration of all the publick Revenue of theſe Provinces, and inveſted, in the fulleſt Manner, with all the Powers and Authority, under the Controul of the Governor General and Council, which the Governor General and Council do themſelves poſſeſs, and ſhall not reſerve excluſively to themſelves.

" 2d. That the firſt Perſons nominated to this Charge be Mr. David Anderſon, Mr. John Shore, Mr. Samuel Charters, and Mr. Charles Croftes.

" 3d. That the Provincial Councils ſhall be diſſolved, and their Charge and Powers transferred to the Committee of Revenue: That the Members of the Councils be ordered forthwith to repair to the Preſidency, except the Chiefs of each, who ſhall remain in the temporary Charge of their reſpective Diviſions, under the Authority of the Committee, until ſuch Time as they ſhall be recalled by the Orders of the Governor General and Council.

" 4th. That the Collectors of the ſeparate Diſtricts ſhall, in like Manner, remain in their reſpective Stations, under the Authority of the Committee, until ſuch Time as they ſhall be recalled by Order of the Governor General and Council.

" 5th. That the Office of Superintendant of the Khalſa Records ſhall be aboliſhed, and the Office of the Khalſa, with all its Dependant Offices, and all the Functions and Powers appertaining to it, ſhall be transferred to the Committee of Revenue.

" 6th. That the Canongoes ſhall be re-inſtated in the complete Charge and Poſſeſſion of all the Functions and Powers which conſtitutionally appertain to their Office.

" 7th. That the Committee ſhall examine and report the preſent State of the other Offices dependant on the Khalſa, and propoſe ſuch Alterations as ſhall appear to them neceſſary for making them anſwerable to the Purpoſes of their Inſtitution, and bringing them under the Controul and daily Inſpection of the Committee.

" 8th. That the Committee ſhall immediately prepare Eſtabliſhments for their own immediate Department, and ſuch temporary Eſtabliſhments as ſhall be judged neceſſary for the Collectors of the Diviſions or Diſtricts, and ſhall lay the ſame before the Board for Approbation.

" 9th. That ſuch of the Company's Servants as ſhall be removed from their preſent Offices in conſequence of theſe Arrangements, ſhall be permitted to draw the ſame Alllowances as they draw at preſent, until they ſhall be appointed to other Offices, or until it ſhall be the Pleaſure of the Board to withdraw this Indulgence.

" 10th. That the Committee ſhall meet Three Days in every Week, and as much oftener as their Buſineſs ſhall require;—that they ſhall form Reſolutions and Orders for the current or ordinary Buſineſs of their Department, and report to the Board, as they ſhall happen, ſuch extraordinary Occurrences, Claims, and Propoſals, as may require the ſpecial Orders of the Board.—That they ſhall keep regular Minutes of their Proceedings in the cuſtomary Form, and do no Act collectively which ſhall not be recorded therein.—That they ſhall lay a fair Copy of each Month's Proceedings, together with a ſummary Report of the ſame, the Jemma Wauſil Baukee, or Accounts of Demands, Receipts, and Balances, of each Diviſion or Diſtrict, and general and particular Accounts of Receipts and Diſburſements, and Treaſury Accounts of each Month, before the Board on the Fifteenth of the enſuing Month.

" 11th. That if the Members of the Committee ſhall differ in Opinion upon any Queſtion before them, the Majority, or the caſting Voice of the Preſident or ſenior Member preſent, ſhall decide and form the Reſolution of the Whole, but it is not expected that every diſſentient Opinion ſhall be recorded; and where the Caſe ſhall be deemed of ſuch Importance as to require it, it ſhall be immediately referred, together with ſo much of the Proceedings as have an immediate Relation to it, to the Board; but the Determination of the Majority of the Committee ſhall not therefore be ſtayed, unleſs it ſhall be ſo agreed by the Majority.

" 12th. That the Preſident of the Committee do iſſue of his own Authority, during the Intervals of their Meetings, ſuch occaſional or ſubſidiary Orders as ſhall be neceſſary for carrying into Execution any exiſting Orders of the Committee, or for perſonal Attendance, or for preparing Materials for the Inſpection of the Committee, or for any ſuch other Purpoſes as the Committee ſhall judge it adviſeable to commit to his ſeparate Charge as their executive Member; and all the Officers, Servants, and Dependants, ſhall be required and enjoined to yield implicit Obedience to all Orders which they ſhall receive from him, ſubject of courſe to the ſuperior Authority of the Committee. That the other Members of the Committee ſhall not poſſeſs or exerciſe, individually, the ſame

* Sic in Orig.

Power, except in Caſes in which, for the greater Diſpatch of Buſineſs, they ſhall agree to divide it into ſeparate and occaſional Portions between them, or to aſſign any ſpecial Charge to any Member ſeparately.

" 13th. That a Commiſſion of Two per Cent. on all Net Sums paid immediately into the Treaſury at the Preſidency, on Account of the public Revenue in the Courſe of every Month, and a Commiſſion of One per Cent. on all Sums paid to the Treaſuries, which remain under Charge of the Collectors, in the Courſe of each Month, after deducting all Charges incurred in the ſame Month, ſhall, on the paſſing of each Month's Account, be allowed to the Members of the Committee, and their principal Aſſiſtants, as the Reward of their Trouble from this Time, or from the Firſt Day of the Month Faugun, to the Concluſion of the enſuing Bengal Year, or to the End of the Month of Cheyt 1188, and ſhall be ſhared between them in the following Manner; viz. The Whole being divided into Twenty-five Shares, the Preſident ſhall take Six Shares, each of the other Members of the Council ſhall have Five Shares, and the remaining Four Shares ſhall be divided equally between the Secretary and the preſent Aſſiſtant of the Superintendant of the Khalſa Records, who ſhall continue to perform the ſame Duties under the Authority of the Committee, and the occaſional Orders of the Board, as he has hitherto done under the Superintendant of the Khalſa Records; and theſe Allowances ſhall be in Lieu of all Salaries, Emoluments, and Perquiſites whatſoever.

" 14th. Each Member of the Committee ſhall, on his Admiſſion to his Office, ſolemnly take and ſubſcribe the following Oath; (viz.):

> " I A. B. do ſwear, That I will faithfully diſcharge the Office of a Member of the Committee of Revenue; that I will not receive, directly or indirectly, from any Zemindar, Talookdar, Farmer, or other Landholder or Officer, or other Dependant of the Committee, any Preſent or Gratuity of any Kind whatſoever; neither will I acquire or receive any lucrative Advantages by my Office, but ſuch as ſhall be publickly allowed me by the Governor General and Council.
>
> So help me GOD."

" Agreed, That a Copy of the foregoing Plan, with Copies of the Letters, hereafter entered, to the Provincial Councils and Collectors, and to the Superintendant of the Khalſa Records, and Mr. Duncan, be delivered to the new Committee with the following Inſtructions. (*a*)

Signed at the End,

" Edw^{d} Wheler."

To ſhew who was the Perſon appointed to be Dewan of the Committee of Revenue,

Read, from Book 227 already delivered in, the following Extract of a Conſultation of the 20th of February 1781, beginning at Page 81 of the ſame Book.

" Fort William, the 20th February 1781.

Rev. Dept. Tueſday.

" At a Council; Preſent,
The Honourable Warren Haſtings Eſquire, Governor General, Preſident;
and
Edward Wheler, Eſquire.

Appointment of Gonga Govind Sing to the Office of Dewan.

Com. of Rev. L. S. No. 20.

" Agreed, that Gonga Govind Sing be appointed Dewan to the Committee of Revenue, and that they be adviſed of it in the following Letter.

" To Mr. David Anderſon, Preſident, &c. Members of the Committee of Revenue.

" Gentlemen,

" We have this Day thought proper to appoint Gonga Govind Sing to the Office of Dewan to your Committee.

We are, &c.

" Fort William,
the 20th Feb. 1781.

Signed at the End of the Conſultation,
" Edw^{d} Wheler."

The Managers for the Commons informed the Houſe, They would next ſhew what was the Power and Authority veſted in the Dewan.

(*a*) Vide Appendix, N° CXLVII.

Read, from the ſame Book, the following Extract of a Conſultation of the 6th of March 1781.

☞ [“ Fort-William, the 6th March 1781.

Rev. Dept. Tueſday.

“ At a Council; Preſent,
The Honourable Warren Haſtings Eſq. Governor General, Preſident;
and
Edward Wheler, Eſq.”] ☞

§ (“ Extract of the Proceedings of the Committee of Revenue, the 2d March 1781.

“ The Honourable the Governor General and Council having reſolved to inveſt the Committee with the Functions and Powers appertaining to the Office of the Khalſa, and having directed them to examine and report on the preſent State of the other Offices dependant on the Khalſa, and propoſe ſuch Alterations as ſhall appear neceſſary for making them anſwerable to the Purpoſes of their Inſtitutions, the Committee now proceed to take into Conſideration theſe Reſolutions and Orders.

“ The Committee reverting to the original Regulations for conducting the Buſineſs of the Revenue Department at the Preſidency, and that of the Khalſa, obſerve, that the Principles upon which the Syſtem was then eſtabliſhed, were founded with a View to the Eſtabliſhment of ſome future Committee of Revenue, ſimilar to that which has now taken place.

“ That the Duty of the preſent Committee is there alſo defined to conſiſt chiefly in iſſuing the neceſſary Orders to the Collectors; in inſpecting, auditing, and paſſing their Accounts; in deciding upon all Points of Reference; and in iſſuing the neceſſary Orders, ſubject to the Approbation and Controul of the Supreme Council.

“ That for carrying into Execution theſe ſeveral Duties, the former Eſtabliſhment of the Khalſa, with ſome few Variations, will now alſo be requiſite.

“ That it appears to the Committee, that as the Roy Royan was originally dependant on the Board of Revenue, and directed to attend there, he ſhould alſo be now conſidered as an Officer under the Supreme Council.

“ That, with this Capacity, his Duty will ſtill conſiſt in counterſigning all ſuch Perſian Papers and Orders as are executed by the Supreme Council, or by the Honourable the Governor General.

“ That he may be the better enabled to carry into Execution ſuch Orders as he ſhall receive from the Supreme Council or Governor General, he be ſtill allowed to call upon the Native Officers under the Committee, for Copies of ſuch Papers in the different Sheriſtas as he may require.”) §

☞ [“ That as the Supreme Council have thought proper to appoint a Dewan to the Committee, it will be the Duty of the Dewan to counterſign the Papers executed by them, and carry into Execution ſuch Orders as are given to him, and ſuch Duties as appertain to his Office; to be preſent at the Meetings of the Committee, and ſit with them, to receive their Orders, and to attend the Preſident occaſionally, and to report ſuch Matters to him as require his Orders, which he is to obey.

“ That the Roy Royan therefore ſhould not be allowed to interfere in the Buſineſs tranſacted by the Dewan of the Committee, as ſuch Interference would occaſion frequent Diſputes and great Delay in the Buſineſs, which each would aſcribe to the other.

“ That the Duty formerly veſted in the Roy Royan of ſuperintending the Conduct of the Provincial Dewans, of receiving Accounts from them in the Bengal Language, and of iſſuing Counterparts of the Orders which the Board of Revenue ſhould expedite to the Collectors, will now become unneceſſary.

“ That with reſpect to ſuch Provincial Dewans as remain in the Diſtricts where Collectors are ſtationed, they ſhould continue to act under the Directions of thoſe Collectors to whom the Committee will expedite their Orders.

“ That with reſpect to ſuch Provincial Dewans and Naibs as reſide in Diſtricts where there are no Collectors, the Committee will alſo iſſue their Orders to them through their Preſident, and ſuch Orders are to be counterſigned by the Dewans of the Committee.

“ That the Collectors be accordingly directed to addreſs the Perſian and Bengal Copies of ſuch Accounts as they ſhall ſend to the Committee to the Dewan of the Committee, under Cover directed to the Preſident and Committee; and that Orders be iſſued to the Provincial Dewans and Naibs who reſide in Diſtricts where there are no Collectors, to adopt the ſame Mode of Addreſs.

“ That the executive Buſineſs appertaining to the Collection of the Rents of the Huzzoory Mehals, will principally reſt with the Preſident of the Committee and Dewan, ſubject to the Orders of the Committee.] ☞

§ (“ That the Accountant General of the Dewanny will ſtill continue to perform the Duties deſcribed in the old Regulations of the Khalſa, or ſuch other Functions as may have ſince been preſcribed by the Honourable Board.

“ That all the Accounts of the Revenue Department will as uſual be carried to his Office.

“ That therefore the Eſtabliſhment of an Accountant's Office for the Committee will be unneceſſary, but the Duties of ſuch an Appointment may be performed by a Sub Accountant.

“ That the Duty of a Sub Accountant will be to receive the Accounts tranſmitted to the Committee, deliver them to the Accountant General's Office, and prepare Statements of the Kiſts due from the Huzzoory Mehals, more immediately under the Committee, monthly Towjees of the ſame, with ſuch other Accounts as he may be directed to furniſh.

“ That he be therefore conſidered as an Officer jointly under the Committee and Accountant General.

“ That the official Eſtabliſhment for the Royroyan, ſpecified in the above Regulations of the Khalſa, will not in future be conſidered as a Part of the Eſtabliſhment of the Committee, but ſeparate from it.

“ That inſtead of the above Office, an Eſtabliſhment for the Dewan of a Number of Native Officers, ſufficient to enable him to execute the Duties appertaining to his Appointment, be made.

“ That a ſeparate Office for the Huzzoor Tehſeel, as mentioned in the old Regulations of the Khalſa, will now become unneceſſary, as the Duties of this Office will be performed by the Dewan and the Officer under him.

“ That with reſpect to the Canongoes Office, it will become the Subject of future Conſideration, when the Committee proceed to carry into Execution the Orders of the Honourable Board for the Eſtabliſhment of the Canongoes.

“ That the Eſtabliſhment of a general Treaſury Office, as deſcribed in the above Regulations of the Khalſa, will ſtill be neceſſary; but that to facilitate the Receipt of the Revenues, to check the Accounts, and preſerve Regularity in them, it is the Opinion of the Committee, that a ſubordinate Treaſury Office ſhould be eſtabliſhed for the Collections of that Part of the Huzzoor Tehſeel, made by the Committee themſelves, or their Officers immediately under them.

“ That in order to prevent all Confuſion in Terms, the general Treaſury of the Committee do ſtill retain the Name of The Khalſa Treaſury, and that the ſubordinate Treaſury Office be denominated The Running Treaſury.

“ That with reſpect to the other ſubordinate Offices dependant on the Khalſa, it will be neceſſary to retain them with ſome Variations, and they will ſtill continue the Functions deſcribed in the above Regulations, or ſuch others as ſhall be preſcribed.

“ The Committee having premiſed the Obſervations neceſſary for carrying into Execution the Orders of the Honourable the Governor General and Supreme Council, now proceed to form their Eſtabliſhment.

[Vide Paper annexed.]

“ That as nothing contributes more to an expeditious and regular Diſpatch of Buſineſs than general Forms and Rules, the Committee think it neceſſary to paſs the following Reſolutions for their own Guidance, and that of their Officers under them.

“ Collection of the Revenues of the Huzzoor Tehſeel.

“ That Tullub Chitties be regularly iſſued on the 20th of each Bengal Month, for One Half of the Kiſt of the Huzzory Mehals for the ſame Month.

“ That on the 30th of each Bengal Month, Tullub Chitties be iſſued for the remaining Half of the Kiſt of the ſame Month.

“ That on the 5th of the enſuing Month (Bengal Month) Duſtucks be iſſued for the Renters in Arrears.

“ That to obviate the Inconveniencies which have ariſen from the Dilatorineſs of the Zemindars and Farmers, in diſcharging their Rents at the ſtipulated Periods of their Kiſtbundees, and to conſtrain them in future to be more punctual in their Payments, it be declared to them, that on all Sums remaining in Arrears Fifteen Days after the Expiration of the Period of the Kiſt, a Percentage of One Rupee ſhall be levied over and above the Amount of their Cabooleats.

“ That on ſuch Part of the Kiſt of One Month as remains in Arrears after the Expiration of the following Kiſt, Two per Cent. be levied; and that upon the Deficiencies of every ſubſequent Kiſt the ſame Penalty be levied in the ſame Proportion.

“ That theſe Regulations extend to the Zemindars and Farmers of all the Mehals within the Diviſions of Calcutta, Moorſhedabad, Burdwan, and Dinagepore, as the Situation of theſe Diviſions are ſufficiently contiguous to enable them to complete their Engagements within the Periods above ſpecified.

“ That the Dewan do deliver in an Account of the Seah or Receipts to the Preſident, ſigned by himſelf, daily; and that the Preſident do lay the Account before the Committee at each Meeting. Theſe Accounts to be depoſited with the Sub Accountant.

“ That the Amount of the Sums brought into the Seah Account of each Day in the ſubordinate Treaſury, be paid in the Evening into the Khalſa Treaſury.

" Khalſa Treaſury.

" That all Remittances from the Collectors and Chiefs be immediately carried to the Khalſa Treaſury, and depoſited there.

" That all Diſburſements whatever be made from the Khalſa Treaſury.

" That all ſuch Sums as are paid according to fixed Eſtabliſhments, be paid to an Order of Treaſury, ſigned by the Preſident of the Committee and Accountant General, and counterſigned by the Dewan.

" That all Diſburſements, not included in fixed Eſtabliſhments, be previouſly laid before the Committee, who will, if proper, paſs an Order for their Payment; after which the Order on the Treaſury will be ſigned by the Preſident and Accountant General, and counterſigned by the Dewan.

" That as often as the State of the Treaſury admits, Remittances be made from the Khalſa to the General Treaſury.

" That theſe Payments be made to an Order ſigned by the Preſident and Accountant General, and counterſigned by the Dewan; and that the Sub Treaſurer do give a Receipt for every Sum ſo paid into the General Treaſury; which Receipts are to remain with the Kezanckee of the Committee, to be produced with the Monthly Treaſury Account.

" That the Committee, on the 6th of every Engliſh Month, or the next Committee Day enſuing, do examine and audit the Monthly Treaſury Accounts, previous to laying before the Supreme Council.

" That on the firſt Day of every Engliſh Month, or next Committee Day enſuing, they do examine the Report upon the Towjee Accounts of the different Collectors and Chiefs, and paſs ſuch Orders and Reſolutions thereon as they ſhall deem neceſſary.

" That the Accountant General do alſo continue to report upon the Accounts, Charges, and Treaſury Accounts of the Collectors and Chiefs, which the Committee will take into Conſideration, and paſs their Orders upon the 6th of every Month.

" Cal. Com^{ee} of Rev. " A true Copy.
March 2d, 1781. (Signed)
J. Evelyn, Secy.") §

☞ [Signed at the End of Conſultation,
Edw^{d} Wheler.] (a) ☜

The Managers for the Commons ſtated, They would next read an Extract of a Letter from the Board to the Court of Directors, giving an Account to the Directors of the above Eſtabliſhment, bearing Date the 5th of May 1781, but in Fact to be conſidered as a Letter of the 15th of May, the Poſtſcript being dated the 15th of May 1781; after which they would proceed to ſhew, that the larger Zemindaries were at that Time actually let contrary to the particular Mode pointed out in the Extract about to be read, as that which ought to be the Mode of letting them.

Read, from Book 29 already delivered in, the following Extract of a Letter from the Governor General and Council at Fort William to the Honourable the Court of Directors, dated the 5th of May 1781.

Par. 28. " The Committee, in conſequence of our Orders to conſider and lay before us a Plan for the Settlement of the Revenues for the Bengal Year 1188, have delivered us One for that Purpoſe, formed on the following Principles. Conſultation 6th March.

29. " In fixing the Amount of the Settlement, they propoſe as the ſimpleſt and eaſieſt Mode, to take the higheſt actual Collections that have been made in any One Year from 1178 to the preſent Time, and from an Examination of the Remiſſions ſince granted, and a Compariſon of the Huſtabood Accounts and the Receipts of other Years, to form a Judgement as to the Cauſe of the Decreaſe of the Jumma which has ſince appeared, paſſing a Deciſion whether that Amount ſhall be continued, decreaſed, or increaſed; and with regard to the Mode of the Settlement, to leave the Lands generally with the Zemindars, making the Settlement with them, particularly in the larger Zemindarries, ſuch as Nuddea, Radſhahy, Dinagepore, &c.

30. " Where Women or Minors are Zemindars, they propoſe to prevent the Confuſion generally ariſing from this Circumſtance, by fixing a Reſponſibility upon ſome Perſon to whom they can conſtantly have Acceſs, and upon whom they can enforce their Orders, and for that Purpoſe to join with them in the Management their Principal executive Officer, either as Malzamin or Agent, who by annexing his Seal to the Agreement ſigned by the Zemindar, ſhall bind himſelf to pay up the Revenues Kiſt by Kiſt; ſo that his own private Fortune being rendered reſponſible for the public Revenue, it may be his Intereſt to manage the Affairs of the Diſtrict with Attention and Œconomy, and to diſcharge punctually the Amount of the monthly Kiſts.

(a) Vide Appendix, N° CXLVIII.

31. " As ſeveral Diviſions contain a Number of petty Talookdars, with whom a Settlement has been made by Government, the Committee propoſe that ſuch Diviſions, and particularly ſuch Parts of them as are now immediately under their Department, or are to be put under it, ſhall be let to Farmers; as they would otherwiſe be greatly embarraſſed and impeded in their general Buſineſs, by entering into the Detail of a Settlement with a Number of petty Farmers and Talookdars: That for theſe, Publication be made ſignifying, that ſealed Propoſals will be received for the Farm of them, the Committee reſerving to themſelves the Power of rejecting ſuch Offers as they may deem inadequate, or ſuch as are made by Perſons who want Knowledge or Reſponſibility.

32. " They propoſe laſtly, That the Period of the Leaſes ſhall be limited to One Year, and that a Preference be given at the Settlement of the next to ſuch Perſons as ſhall have paid up their Rents, making an Engagement to this Effect on the Part of Government; and that the Settlement be formed by themſelves in as many Caſes as they can, leaving it in others with the Collector, or the Officer of Government.

Conſultation 30th March.

33. " The Whole of the Plan recommended by the Committee received our Approbation, except that Part wherein they propoſe, in ſome Caſes, to leave the Detail of the Settlement with the Collector, or the Officer of Government; in reſpect to which, we deemed it inconſiſtent with the Office of the Perſon who was to have the Collections of the Settlement, that he ſhould have any Concern in the Formation of it; we therefore directed, that for ſuch Diſtricts as could not be immediately ſettled by the Committee with the Zemindars, or Agents deputed by them, Perſons ſhould be expreſsly deputed from the proper Offices to form the Settlements upon the Spot, which ſhould be alſo made, and finally concluded by themſelves.

Conſultation 30th March.

36. " Deeming the Duty of preparing the monthly Audit of the Accounts of the Revenue Department for the Member of the Council Auditor of the Week, by Mr. Croftes our Accomptant General in this Department, incompatible with his Office as a Member of the Committee of Revenue; we have delegated this Truſt to Mr. Larkins, Accomptant General to our General Department, ſo far as reſpects the Examination of the Treaſury Account of that Committee, with Directions to lay before us a monthly Report for the Audit of it. For the more particular Nature of this New Office, and the Motives which induced us to grant Mr. Larkins, as a Reward for the preſent and former Services which he has rendered the Company, the Compenſation minuted on our Proceedings, we beg Leave to refer you to them as noted in the Margin, and doubt not of their meeting your Approbation.

37. " We cannot cloſe our Advices of the Proceedings of this Department, without making ſome Obſervations upon the Nature and Deſign of it's Inſtitution, which it's apparent Novelty, the liberal Endowments annexed to it, and the unavoidable Severity with which a Change ſo extenſive and important in the Conſtitution of the principal Adminiſtration of your Affairs, has fallen on the Intereſts of Individuals, may render neceſſary to obviate any poſſible Miſconception of it to our Prejudice in your Opinions.

38. " We ſhall not be ſurprized if we find it imputed to the Love of Innovation; a Charge which has been frequently laid againſt your Adminiſtration of theſe Provinces, and which we conceive to be unavoidable in a great Government, which, like this, has been ſuffered ſo long to exiſt on Expedients, in Default of a fixed Conſtitution. In ſuch a State, every Change of Influence muſt be productive of a Change of Meaſures, whether dictated by Caprice, Self-intereſt, or Integrity; and the Influence of the latter muſt yet operate to the Introduction of many more, and greater Improvements, before this Government can attain that Degree of Perfection, or your Property in it that permanent Value, of which we think it capable. Though ſuch is our Opinion of Innovations in general, and we mention it only that we may not be ſuppoſed to condemn the Principle in other Inſtances by the Diſavowal of it in one, yet we muſt declare, that in no Act of our Adminiſtration have we obſerved a greater Conſiſtency, or a cloſer Attention to fixed Principles, than in this. The Syſtem which we have thus attempted to eſtabliſh, was firſt deviſed by the Preſident and Council of this Preſidency in the Year 1773, and made a Part of the ſame Reſolution which diſtributed the Charge of the Collections among the late Provincial Councils. Theſe Eſtabliſhments were declaredly formed for the Purpoſe of introducing the former, and were intended to be gradually withdrawn, as Experience might render them no longer neceſſary. The Committee itſelf was immediately formed; and to give it the greater Dignity, Two Members of the Superior Council were appointed to ſuperintend it; although it then differed only in Name from the other Provincial Councils, and its deſtined Functions were reſerved for a future Arrangement.

39. " Why the Deſign failed in its Effect, and the Provincial Councils were permitted to remain during ſo long a Courſe as Seven Years, in Contradiction of their profeſſed Inſtitution, it is unneceſſary to mention. It is ſufficient to ſay, that the Neceſſity for reverting to the original Syſtem, if its Principles were juſt, was never ſo great as it was at the Time in which it took place, and in which the Preſervation of the Company's Intereſts in every Part of India depended upon the Reſources of this. We may add, that had the ſame Neceſſity exiſted at any preceding Time, the Change could not have been effected. We have now reſolved to carry it into Execution, and ſhall be content to leave the Proofs of its Utility to a ſhort Trial; but it will reſt with your Wiſdom to give it Permanency, by correcting its Defects, and by obtaining the Sanction of Parlia-

ment for its Duration, under the Form which ſhall be ultimately given to it. With reſpect to the Inſtitution itſelf, it is eſſentially, and almoſt minutely the ſame as the Plan which was laid down for it in Conſultation of the 23d of November 1773, to which we beg Leave to refer you, and for that Purpoſe to tranſmit a complete Copy of it, a Number in this Packet.

40. " The Allowances granted to the Members of this Board, if compared with the oſtenſible Emoluments which have been annexed to other Offices of this Service, will appear enormous, and the Principle on which they are formed is in its Application new, though not in Speculation; neither is this the firſt Inſtance of it. Our Aim has been to preclude all clandeſtine Perquiſites, to bind the Zeal and Fidelity of your Servants entruſted with this great Charge by the Ties of Gratitude and Honour, and to make their Intereſt ſubſervient to yours by proportioning the Rate of their official Emoluments to the Succeſs of their official Labours, or in other Words, to the Augmentation of the publick Revenue, and the Diminution of its Expences. We wiſh to apply the ſame Principle to every other Department of your Service which will admit of it; and we intreat that you will afford us your Credit for the Juſtice and Expediency of it, on the Motives which we have thus briefly ſtated, without expecting that we ſhould have entered into a more minute, but invidious Explanation of them.

41. " In this, as it muſt be the Caſe in every Reformation, the Intereſt of Individuals has been our principal, if not our only Impediment. We could not at once deprive ſo large a Body of our fellow Servants of their Bread without feeling that Reluctance which Humanity muſt dictate, not unaccompanied perhaps with ſome Concern for the Conſequence which our own Credit might ſuffer by an Act which involved the Fortunes of many, and extended it's Influence to all their Connections.

42. " This, added to the Juſtice which was due to your Servants, who were removed for no Fault of theirs, but for the public Convenience, induced us to continue their Allowances until other Offices could be provided for them, and the more chearfully to ſubmit to the Expediency of leaving others in a temporary or partial Charge of the internal Collections. In effect, the Civil Officers of this Government might be reduced to a very ſcanty Number, were their Exigency alone to determine the Liſt of your Covenanted Servants, which at this Time conſiſts of no leſs a Number than Two hundred and fifty-two, many of them the Sons of the Firſt Families in the Kingdom of Great Britain, and every One aſpiring to the rapid Acquiſition of Lacks, and to return to paſs the Prime of their Lives at Home, as Multitudes have done before them; neither will the Revenues of this Country ſuffice for ſuch boundleſs Pretenſions, nor are they compatible with your's and the national Intereſts, which may eventually ſuffer as certain a Ruin from the Effects of private Competition and the Claim of Patronage, as from the more dreaded Calamities of War, or the other ordinary Cauſes which lead to the Decline of Dominion.

43. " We dare not purſue this Subject, nor could we without a Sacrifice of our Duty withhold this brief Suggeſtion of it from your Notice.

(Signed at the End of the Letter)

Edw^{d} Wheler." (*a*)

The Managers for the Commons deſired the Date of the Poſtſcript, at the End of the ſame Letter, might be read.

The ſame was read accordingly, as follows:

" Fort William, the 15th May 1781."

Then the Managers for the Commons deſired Mr. Hudſon might be called in.

Mr. HUDSON was accordingly called in, and examined as follows:

Q. At what Time was the Letter of the 5th of May, with the Poſtſcript of the 15th of May, received in England, and by whom was it received?
A. The Letter was received in Duplicate by the Swallow, on the 3d of June 1782.

Q. When was the Original received?
A. Never, I believe.

Q. Was the Letter never received till it came by the Swallow?
A. Never.

Q. Who brought it to the Eaſt India Houſe?
A. It came in the Packet—it is marked, " Received by the Swallow, 3d of June 1782."

The Witneſs was directed to withdraw.

Then the Houſe adjourned to the Chamber of Parliament.

(*a*) Vide Appendix, Nº CXLIX.

[illegible] for the Defence, [illegible] the Words [illegible] them, [illegible] it is Conclusion [illegible]

[illegible]

(Vide at the End of the Trial.)

The Managers for the Commons desired the [illegible] of the [illegible] of the same Letter, might be read.

The [illegible] was read, as follows:

"Fort William, the 13th May [illegible]

Then the Managers for the Commons desired [illegible]

Mr. HUDSON was accordingly called in, and examined as follows:

Q. At what Time was the [illegible] the [illegible] of [illegible]

A. The [illegible]

Q. What [illegible] you received?

A. Never, I believe.

Q. Was the [illegible] by the [illegible]?

A. [illegible]

Q. Was [illegible]?

A. [illegible]

The Witness [illegible]

Then the [illegible] adjourned to the [illegible] of Parliament.

Die Jovis, 25° *Februarii* 1790.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor acquainted the Managers for the Commons they might proceed to make good their Charge.

The Managers for the Commons ſtated, That the Counſel for the Defendant having intimated to them a Deſire to have a Paragraph in the Letter from Edward Wheler Eſq. to the Court of Directors, dated the 5th of May 1781, and laſt produced in Evidence by the Managers for the Commons, read, previous to the Evidence about to be offered by them To-day, they had no Objection thereto.

Accordingly the ſame was read from Book 29 already delivered in.

Par. 34. " It being our Deſire to remove every Interference and Embarraſſment from the preſent Syſtem of Controul, to render it uniform, and to afford every Relief and Eaſe, both to the Riots and to the Zemindars, which may be conſiſtent with it, and conformable to the ancient Conſtitution of the Country, we have recommended it to the Committee to give all due Encouragement to ſuch Applications as they may receive from the Zemindars for the Payment of their Rents immediately to the Khalſa, for the Reſtoration of their ancient Juriſdiction, and the conſequent Abolition of that of the Fouſdarry, and for the Settlement of a fixed Revenue during the Lives of the actual Incumbents; informing them at the ſame Time, that we ſhall expect from the Zemindars in return, an Increaſe of their Revenue, proportioned to the Advantages which they will derive from this Indulgence. (*a*)

(Signed at the End) Edw^{d} Wheler."

The Managers for the Commons ſtated, that it was their Intention next to have ſhewn, that the before-mentioned Eſtabliſhment, which, it was pretended, was to be an Eſtabliſhment of Oeconomy, was, in fact, an Eſtabliſhment of great Expence. But the Evidence not being at hand, they would in the mean Time proceed to prove what was the Character of Gunga Govind Sing, whom Mr. Haſtings had put in the high Situation already deſcribed.

Read, from Book 229, the following Extract of a Conſultation of the 12th of May 1775, beginning at Page 658 of the ſame Book.

" Fort William, the 12th May 1775.

Rev. Dept. Friday.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Lieutenant General Clavering,
The Honourable George Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

" Mr. Francis.—I move, that Gonga Govind Sing be diſmiſſed from his Employment in the Company's Service.

" I pay little Regard to the Evidence of Cumal a Dien Cawn. The Confeſſion made by Gonga Govind Sing, convicts him of a ſpecific Offence, for which, in my Opinion, he ought to be diſmiſſed from his Employment. His general Character, as I am well informed, is infamous in an uncommon Degree; that Reaſon alone, independant of any particular Charge, would induce me to exclude him from any Office of Truſt in the Company's Service.

(*a*) Vide Appendix, N° CL.

" Mr. Barwell.—During my long Reſidence in this Country, this is the firſt Time that I have heard the Character of Gonga Govind Sing being infamous. No Information I ever received, though I have heard many People ſpeak ill of him, ever pointed to any particular Act of Infamy committed by Gonga Govind Sing. I have no intimate Knowledge of Gonga Govind Sing. What I underſtand of his Character has been from Natives as well as Europeans. I am againſt his Diſmiſſion.

" Mr. Monſon.—Cumul ul Dien Cawn I underſtand to be a Man of an equivocal Character; I therefore ſhould not regard his Charge againſt Gunga Govind Sing, if I had not heard, ſince my ſhort Reſidence in this Country, that Gonga Govind Sing is a Man of a moſt rapacious Diſpoſition; which Character, I think, is confirmed by the Wealth and Affluence he now enjoys, being eſteemed one of the moſt wealthy Inhabitants of Calcutta. I think a Perſon of an avaricious Diſpoſition and high Ambition is not proper to be entruſted in the Company's Service, eſpecially with that Degree of Influence which I am told he poſſeſſes over the Minds of many principal People in this Country; I therefore think he ſhould be removed from his preſent Employment.

" General Clavering.—The Cauſes of the Decreaſe of the Revenue, and the great Increaſe of the Balances, I have endeavoured to account for, in my Minute on the Petition of the Rajah of Rajeſhaby. I ſhould be wanting in the Performance of that Truſt and Confidence which the Legiſlature placed in me when it appointed me one of the Council of Bengal, if I did not uſe my beſt Endeavours to remove thoſe Cauſes to which the Company are to attribute the Loſs they have ſuſtained in the Revenue; a corrupt Duan of the Province is the great Channel through which all thoſe Evils have paſſed of which I have ſpoken; and I think it incumbent on me to declare, that in this Inſtance, and every other where I have Proof or Suſpicion that a Duan is corrupt, I will give my Vote to remove him. On the Evidence therefore before me, I think Gonga Govind Sing ſhould be removed from his Place of Duan of the Calcutta Provincial Council.

" Governor General.—I am againſt the Queſtion, becauſe I know of no Fault that he has committed, and have very good Reaſon to believe that he by no Means merits the Character which has been reported of him to Mr. Francis.—He had many Enemies at the Time that he was propoſed to be employed in the Company's Service, and not One Advocate among the Natives, who had immediate Acceſs to myſelf; I think, therefore, if his Character had been ſuch as has been deſcribed, the Knowledge of it could hardly have failed to have been aſcertained to me by ſpecifick Facts. I have heard him loaded, as I have many others, with general Reproaches, but have never heard any one expreſs a Doubt of his Abilities.

" Reſolved he be diſmiſſed from his Station of Naib Duan to the Provincial Council of Calcutta; and the Council adviſed accordingly (*a*).

Signed at the End of the Conſultation,
" Warren Haſtings,
J. Clavering,
Geo. Monſon,
Richd Barwell,
P. Francis."

The Managers for the Commons ſtated, they ſhould next proceed to prove, that the Moment Mr. Haſtings acquired a Majority in the Council at Calcutta, he reinſtated Gunga Govind Sing in his Office, and was blamed for ſo doing by the Court of Directors.

Read, from Book 206, the following Extract of a Conſultation of the 8th of November 1776, beginning at Page 450 of the ſame Book.

" Fort William, the 8th November 1776.

Rev. Dept. Friday.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General and Preſident;
Richard Barwell, and Philip Francis, } Eſquires.

Gov. Gen. Motion in favor of Cawn Jahan Cawn, and Gonga Govind Sing.

" Governor General.—I move that Cawn Jahan Cawn, the late Fouzdar of Houghly, and Gonga Govind Sing, the late Naib of the Khalſa and Dewan of the Calcutta Diviſion, be reſtored to their Offices; and that Application be made to the Nabob for the Removal of the preſent Phozdar Mirza Mohdy Niſſar, and for the Re-appointment of Cawn Jahan Cawn.

Mr. Francis's Opinion.

" Mr. Francis.—I am againſt the Motion. The Offices are not theirs, and I know no Reaſon for the Removal of the preſent Poſſeſſors.

Mr. Barwell's Opinion.

" Mr. Barwell.—I approve of the Motion.

" Reſolved, agreeably to the Governor General's Motion. (*b*)

Signed at the End of the Conſultation,
" Warren Haſtings,
Richd Barwell,
P. Francis."

(*a*) Vide Appendix, No CLI.

(*b*) Vide Appendix, No CLII.

Read, alſo, from the ſame Book, Page 471, the following Extract of a Conſultation of the 12th of November 1776.

“ Fort William, the 12th November 1776.

“ At a Council; Preſent, Rev. Dept. Tueſday.
The Honourable Warren Haſtings, Governor General, Preſident;
Richard Barwell, } Eſquires.
Philip Francis,

“ In the Appointment that the Governor General has made of Officers to fill the new Office, he has very particularly ſet forth the Merits of Gunga Govind Sing, whom he had but a few Days before reſtored to his Office of Duan to the Calcutta Committee, as if the Office of Right belonged to him; it muſt be remarked, however, that the Governor General has been very guarded in not adding official Probity in the Encomiums which he has ſo liberally given to him. It is very well known, that he was diſmiſſed from his Office on an Accuſation of Comaul ul Deen Cawn, whoſe Teſtimony the Governor General cannot but admit, particularly as the Fact has been eſtabliſhed in the Supreme Court, on the Trial of Mr. Fowke, that he, Gunga Govind Sing, had taken from him Twenty-two thouſand Rupees colluſively for certain Purpoſes, and for which he was to allow Comaul ul Deen to run a certain Quantity of Salt. (a)

Signed, at the End of the Conſultation,
“ Warren Haſtings,
Richᵈ Barwell,
P. Francis.”

The Counſel for the Defendant deſired that the Governor General's Minute preceding the above Extract of General Clavering's Minute, and alſo his Anſwer to the ſaid Minute of General Clavering, might be read.

Read, the following Extract from Page 457 of the ſame Book.

§ (“ Extract of the Governor General's propoſed Eſtabliſhment for the New Office.

“ The known Abilities of Ganga Govin Sing will juſtify the Preference ſhewn to him in this
“ Appointment.—The Buſineſs in its Detail muſt be conducted by a Peſhhar. The Gentlemen
“ to whom the Governor General propoſes to commit the Direction of it, will think it no Deroga-
“ tion from their Characters, of which no Man can have an higher Eſtimation than he has, or a
“ more perfect Reliance on their Integrity, if he expreſſes it as has * Opinion, that the greateſt * Sic in Orig.
“ Experience which can fall to the Lot of any Covenanted Servant of the Company, will prove
“ unequal to the minute Inveſtigation of all the progreſſive Operations of the Revenue in this
“ Country, without the Aid of that profeſſional Knowledge which is poſſeſſed by the native Mutta-
“ ſeddies of Bengal, of whom Gonga Govin Sing is inconteſtably the Firſt.

“ For the Reimburſement of the Charges of this Office, ſhould the Amount prove ſo conſider-
“ able as to require it, a ſmall Fee may be taken on each Aumul-nama or Cabuleeat to be granted
“ in the future Settlement, which will not effect the Jumma, nor be felt at ſuch a Time by thoſe
“ who will be required to pay it. (b)

(Signed) “ Warren Haſtings.”) §

Signed, at the End of the Conſultation,
“ Warren Haſtings,
Richᵈ Barwell,
P. Francis.”

The Counſel for the Defendant informed the Houſe, That there was another Minute of Mr. Haſtings, in which he ſtates the Probity of Gunga Govind Sing as unimpeachable; but as they could not immediately point it out, they would defer the Production of it till another Time.

The Managers for the Commons ſtated, They would next proceed to ſhew what was the Opinion of the Court of Directors of the above Tranſaction.

Read, from Book 108, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Fort William in Bengal, dated 4th July 1777, beginning at Page 759 of the ſame Book.

Par. 44. “ The Roy Royan was the regular Channel of ſuch Communications as require the Interpoſition of a Native, and not Gunga Govind Sing, whoſe Diſmiſſion from the Calcutta Committee had rendered him an improper Perſon to tranſact Affairs of ſuch Moment to the Company.

(a) Vide Appendix, Nº CLII.

(b) Vide Appendix, ibid.

Signed, at the End of the Letter,

“ Henry Fletcher,
John Smith,
John Harriſon,
Chaˢ Boddam,
Rᵈ Hall,
Samuel Peach,
George Cuming,
Thoˢ Rumbold,
George Wombwell,
W. Devaynes,
J. Purling,
Fredᵏ Pigou,
John Roberts,
Jnᵒ Michie,
Richᵈ Becher,
George Tatem,
Joſeph Sparkes.”

The Managers for the Commons ſtated, they would next proceed to ſhew the Uſe for which Mr. Haſtings employed Gunga Govind Sing, when he was Dewan to the Calcutta Committee.

Read, the following Extract of a Letter from William Larkins Eſq. to William Devaynes Eſq. Chairman, or to the Chairman for the Time being, of the Honourable the Court of Directors, dated Calcutta, 5th Auguſt 1786, beginning at the 18th Paragraph of the ſame.

18. “ Although Mr. Haſtings was extremely diſſatiſfied with the Excuſes which Gunga Govind Sing aſſigned for not paying Mr. Croftes the Sums ſtated by the Paper, Nᵒ 1, to be in his Charge, he never could obtain from him any further Payments on this Account.” (*a*)

The Managers for the Commons ſtated, they would next produce an Account annexed to the above Letter, to ſhew that Gunga Govin Sing was at that Time a public Defaulter.

The ſame was read, as follows:

“ No. I. DUPLICATE.

“ COPY of the Particulars of the Dates on which the component Parts of ſundry Sums included in the “ Account of Sums received on the Account of the Honourable Company by the Governor General, or paid to their Treaſury by his Order, and applied to their Service,” were received for Mr. Haſtings, and paid to the Sub-Treaſurer.

“ DINAGEPORE.

“ From 29 to 31	Sanwun 1186	—	89,999	0	0			
17 to 21	Bhaudun	—	49,974	0	0			
1 to 5	Aſſin	— —	27,000	0	0			
8	Pooſe	— —	25,000	0	0			
10	—	— —	15,000	0	0			
27	—	— —	10,000	0	0			
29	Maug	— —	20,000	0	0			
2	Faugun	— —	20,000	0	0			
4	—	— —	9,000	0	0			
12	—	— —	1,000	2	0			
9	Saurvum	— —	40,000	0	0			
						3,06,973	0	0
18 and 19 Aſſin paid Mr. Croftes		—				2,00,000	0	0
Remains		—				1,06,973	0	0
Charges		—				9,310	0	0
Balance in Charge of G. G. S.		—				97,663	0	0

(*a*) Vide ſupra Appendix, Nᵒ CXXXI.

“ PATNA.

12 Cheite	—	—	15,000 0 0		
18 —	—	—	10,000 0 0		
22 —	—	—	60,000 0 0		
23 —	—	—	5,000 0 0		
23 —	—	—	10,001 0 0		
28 —	—	—	60,000 0 0		
10 Byſack	—	—	10,000 0 0		
10 —	—	—	26,000 0 0		
12 to 14 —	—	—	20,000 0 0		
14 —	—	—	4,000 0 0		
2 Aſſin	—	—	1,800 0 0		
				2,21,801 0 0	
15 and 16 Byſack, paid Mr. Croftes			—	2,00,000 0 0	
		Balance		—	21,801 0 0

“ NUDDEA.

15 Cawtic 1187,		—	16,001 0 0		
27 —	—	—	20,000 0 0		
28 —	—	—	20,000 0 0		
30 —	—	—	10,000 0 0		
4 Augun	—	—	7,749 0 0		
7 —	—	—	5,000 0 0	5,000 too much.	
9 —	—	—	25,000 0 0		
No Date	—	—	1,250 0 0		
24 Augun	—	—	15,000 0 0		
17 Pooſe	—	—	15,000 0 0		
22 —	—	—	20,000 0 0		
				1,50,000 0 0	
11 Augun, paid to Mr. Croftes			—	1,50,000 0 0	

“ Paid to Mr. Croftes:

19 Aſſin,	2,00,000	
16 Byſack,	2,00,000	
11 Augun,	1,50,000	
		5,50,000

“ Memorandum of the Cabooliats attended to in the above.

	Cabooliats.	Received.	Balance.
Dinagepore Peiſhcuſh	4,00,000 0 0	3,00,000 0 0	1,00,000 0 0
Nuddea —	1,50,000 0 0	1,50,000 0 0	
Patna —	4,00,000 0 0	2,00,000 0 0	2,00,000 0 0

(A true Copy.)

(Signed) “ W^m Larkins.

5th Auguſt 1786.” (a)

The Managers for the Commons ſtated, They would next proceed to ſhew what the Diſſatisfaction of Mr. Haſtings towards Gunga Govind Sing, mentioned in the above Extract from Mr. Larkins's Letter, was.

Read, from Book 228, the following Extract of a Conſultation of the 16th of February 1785, beginning at Page 227 of the ſame Book.

“ Fort William, the 16th February 1785.

Rev. Dept. Wedneſday.

“ At a Council; Preſent,
The Honourable John Macpherſon Eſquire, Governor General, Preſident;
and
John Stables Eſquire.

“ The Secretary lays before * the following Minutes, and Papers accompanying them, from the late Governor General.

* Sic in Orig.

(a) Vide ſupra Appendix, N° XLIX.

“ The

16th February, Minutes of the late Gov. Gen. laid before the Board by the Secretary.

" The Governor General—The Regret which I cannot but feel in relinquiſhing the Service of my Honourable Employers would be much imbittered, were it accompanied by the Reflection that I had neglected the Merits of a Man who deſerves no leſs of them than of myſelf, Gunga Govind Sing, who, from his earlieſt Youth, had been employed in the Collection of the Revenues, was, about Eleven Years ago, ſelected, for his ſuperior Talents, to fill the Office of Dewan to the Calcutta Committee. He has, from that Time, with a very ſhort Intermiſſion, been the principal native Agent in the Collection of the Company's Revenues; and I can take upon myſelf to ſay, that he has performed the Duties of his Office with Fidelity, Diligence, and Ability. To myſelf he has given Proofs of a Conſtancy and Attachment which neither the Fears nor Expectations excited by the Prevalence of a different Influence could ſhake, and at a Time too when theſe Qualities were ſo dangerous, that far from finding them amongſt the Generality of his Countrymen, I did not invariably meet with them amongſt my own. With ſuch a Senſe of his Merits, it is natural that I ſhould feel a Deſire of rewarding them; for Juſtice, Gratitude, Generoſity, and even Policy demand it. And I reſort to the Board for the Means of performing ſo neceſſary a Duty, in full Confidence that as thoſe which I ſhall point out are neither incompatible with the Company's Intereſts nor prejudicial to the Rights of others, they will not be withheld from me. At the Requeſt therefore of Gunga Govind Sing, I deliver the accompanying Durkhauſts, or Petitions, for Grants of Lands lying in different Diſtricts, the total Jumma, or Rent, of which amount to Rupees 2,38,061 : 12 : 1. The Petition marked A, is preſented in the Name of his Truſtee Rhada Gobind Ghoſe, and ſolicits a Grant of Lands which are now totally vacant; the annual Rent now received by Government from thoſe Lands is 75,533 : 6 : 10; Gunga Govind Sing offers to pay the ſame Rent, with a Peiſhcuſh, or Fine, of Sicca Rupees 28,000. The Petition marked B is preſented in the Name of another Truſtee, named Bridjoo Kiſſore Ghoſe, and is for Lands which, though occupied, have no legal Owner; the annual Rent now payable to the Company for thoſe Lands is 92,528 : 4 : 15. He engages to pay the ſame Rent, with a Peiſhcuſh, or Fine, upon receiving the Sunnud, of Sicca Rupees 27,000 : 0 : 0. The Third Petition, marked C, requeſts only a Sunnud for Lands which he has actually purchaſed in the Name of his Truſtee Rhada Gobind Ghoſe, of the Perſons, and upon the Terms, ſpecified in the ſeveral Papers annexed to that Petition, and marked 1, 2, 3, 4. Theſe Lands, whilſt poſſeſſed by their late Owner, yielded to Government a Revenue of about Seventy thouſand Rupees, and they will continue to do the ſame in the Poſſeſſion of Gunga Govind Sing.

Governor General's Minute with Petitions for Sunnuds to be granted Gunga Govind Sing, &c.

" For ſome of theſe Lands he had, during my Abſence from Calcutta, preſented Petitions to Mr. Wheler, who referred them to the Committee of Revenue, where they were examined and approved, but have never yet received the Confirmation of the Board. For the Lands which he has actually purchaſed, I preſume, there cannot be the ſmalleſt Objection to giving him a Sunnud; nor do I ſuppoſe that the Board will heſitate to give him Sunnuds for thoſe comprized in the Petition marked A, ſince they are, to my own Knowledge, vacant, and confeſſedly therefore, by the Laws of this as well as of moſt other Countries, in the abſolute Gift of Government. Theſe, if not beſtowed on Gunga Govind Sing, will probably be granted to others much leſs deſerving of them. The Lands included in the Petition marked B, though no Perſon has a legal Claim to them, are not without immediate Occupiers. Poſſeſſion gives the Appearance of a Title which the Board will not perhaps chuſe to ſet aſide without Inveſtigation; and upon this Petition therefore I ſhall not urge an inſtant Deciſion.

" That I may not be conſidered as requeſting, even in Behalf of a Man who has ſo long and faithfully ſerved the Company, and who has conſequently ſome Claims upon their Juſtice and Generoſity, an Indulgence which can in the ſmalleſt Degree prejudice their Intereſts, I beg Leave to repeat, that theſe Grants can be attended with no Loſs to Government; for he engages to pay the utmoſt annual Rents which the Lands have ever yet produced, beſides a Pieſcuſh, or Fine, upon his receiving the Sunnuds, of Fifty-five thouſand Rupees; the Company conſequently, inſtead of loſing by the Grants which Gunga Govind Sing ſolicits, will not only gain the Pieſcuſh, or Fine, but will ultimately benefit in the ſuperior Cultivation which the Lands themſelves will receive from a Poſſeſſor, in all Reſpects ſo well able to improve them (a).

(Signed) " Warren Haſtings."

At the End of the Conſultation,
" John Macpherſon,
John Stables."

The Managers for the Commons ſtated, they would now call Mr. Wright, the Accountant of the Eaſt India Company, for the Purpoſe of ſhewing what was the Expence of collecting the Revenue of the Eaſt India Company under the old Eſtabliſhment, and what was the Expence of collecting that Revenue under the new one.

(a) Vide Appendix, N° CLIII.

Accordingly Mr. WRIGHT was called in, and being ſworn, was examined as follows:

Q. What Book is that you have in your Hand?
A. The Proceedings of the Council of Revenue upon the 1ſt of April 1785.

Q. Have you any Account of the Expence of collecting the Revenue of the Eaſt India Company anterior to the Eſtabliſhment of the Committee of Revenue in the Year 1781,—and any Account of the Expence of collecting that Revenue poſterior to that Date?
A. On the Revenue Conſultations of the 18th of May 1785, there is ſuch an Account; it begins in 1772-3, and ends in 1783-4. The Title is, "Particulars of the Charges in the Revenue Department." The grand Total of theſe Charges in 1772-3, is 41,56,970 Rupees.

Q. What was the Amount of the Expence in the Year 1778, and 1779, and downwards?

The Witneſs read the following Extract:

"YEARS.						Grand Total of Charges in the Revenue Department.
Bengal Year.		Bahar Year.		Engliſh Stile.		
1185	or	1186	or	1778-9	—	56,45,946 : 13 : 5 : 2
1186	or	1187	or	1779-80	—	56,80,637 : 2 : 1 : 0
1187	or	1188	or	1780-1	—	60,98,510 : 3 : 5 : 3
1188	or	1189	or	1781-2	—	66,55,869 : 7 : 16 : 0
1189	or	1190	or	1782-3	—	59,63,660 : 14 : 5 : 0
1190	or	1191	or	1783-4	—	71,29,093 : 14 : 4 : 1

"Fort William, 18th May 1785.
(Signed) "Charles Croftes,
Accomp^{t}. Gen^{l}, to the Rev^{e}. Dep^{t}." (*a*)

Then the Witneſs proceeded as follows:

This Account goes no further than 1783-4.——I have prepared from the Statements at the India Houſe an Account of the Year 1784-5, and find the Total Charges in that Year were 73,73,738 Rupees.

The Witneſs ſpoke from a Paper, which, by Conſent, was delivered in, and is as follows:

(*a*) Vide Appendix, N^{o} CLIV.

PARTICULARS of the CHARGES defrayed in the REVENUE DEPARTMENT. (a)

YEAR.			Charges of collecting.		Total.	Charges Zemindary.	Charges of the Civil and Criminal Courts.			Law Charges.	Charges Poolbundy.	Charges Buildings and Repairs.	Hill Charges.	Dawk Charges.	Charges Police.	Allowances to Members of the late Provincial Councils.	Sebundy Charges.	Grand Total of Charges in the Revenue Department.
Bengal Year.	Behar Year.	English Stile.	Charges Collections.	Charges General.			Charges Dewanny Adawlut.	Charges Fousdarry Adawlut.	Total.									
1191 or	1192 or	1784-5	23,08,007	3,88,484	26,96,491	22,14,084	9,88,970	4,28,697	14,17,667	13,500	2,94,652	23,010	62,024	30,249	67,751	1,44,099	4,10,211	73,73,738

" Eaſt India Houſe,
23d February 1790.

Errors excepted.

" Wm. WRIGHT,
Auditor of Indian Accounts."

(a) Vide Appendix, N° CLV.

Then the Witneſs was aſked,

Q. Have you any Account of Allowances paid to the Members of the Council of Revenue; from the Year 1780-81, when they were firſt appointed, down to the Year 1784-5?

A. I have.

The Witneſs ſpoke from another Paper which, by Conſent, was alſo delivered in, and is as follows:

" Amount of Commiſſion drawn by the Committee of Revenue on the Bengal Revenues, from February 1781 to February 1785.

March 1781 to April 1782	Sicca Rupees	3,88,063
May 1782 to April 1783		3,49,028
1783 1784		3,67,206
May 1784 to Feb. 1785		3,07,895

" The above was, by the Board's Orders of 9th February 1781, to be divided as follows:

6-25ths to the Preſident of the Committee,
5-25ths to each of the Three Members,
4-25ths to be divided between the Secretary to the Committee and the Preparer of Reports."

Then the Witneſs was aſked,

Q. What was the Share of each Member of that Committee?

The Witneſs read the following Extract from the ſame Paper.

" The Preſident's Share was therefore as follows:

1781-2	Sa Rs	93,132
2-3		83,766
3-4		88,128
4-5		73,896

" Each Member's Share was:

In 1781-2	77,610
2-3	69,805
3-4	73,440
4-5	61,580.

" Eaſt India Houſe, 23d Feb. 1790.
Errors Excepted.
Wm Wright, Audr of Indn Accts."

" The foregoing Account is extracted from the Monthly Accounts of the Committee of Revenue from March 1781 to February 1785, incluſive."

Q. *(by a Lord).* Theſe Papers contain only the Collections which you have made, and no other Matters?

A. Nothing more.

The Counſel for the Defendant deſired, That the Particulars of which the above aggregate Sums were compoſed, might be entered in the Appendix.

The following Queſtion was put to the Witneſs:

Q. *(by a Lord).* You have taken theſe Sums from a Variety of Books ready to be produced?

A. Yes.

The Managers for the Commons ſtated, That they had no Objection to the component Parts of the above aggregate Sums being entered in the Appendix. (*a*)

Q. (*Croſs examined*). The Witneſs having ſtated that there was an Increaſe in the Charges in the Revenue Department of near 4 Lacks in 1779-80 from what it was in 1778-9, Whether in thoſe Charges there were not the Penſions or Allowances to the diſcharged Members of the Revenue Council?

The Managers for the Commons ſaid, They admitted there were.

Q. Whether the Increaſe of the Charges defrayed in the Revenue Department, which appears in 1780-81 beyond that of the Year 1779-80, amounting to between Three and Four Lacks, is not occaſioned, and to what Extent occaſioned, by the Payment of certain Allowances and Penſions to the Members of the Revenue Councils, who had been removed before this Committee was appointed?

A. There is no ſuch Article of Expence in that Year.

(*a*) Vide Appendix, N° CLVI.

Q. *(by a Lord)*. Do you know the Penſions that were allowed to the Members of the Provincial Council that were diſcharged?

A. They are ſtated in the Account, the Title of which I read, in 1781-2; they amount to 1,48,000 Rupees.

Q. The Queſtion is, whether upon the caſting of that Account, that Sum ſo charged for the Penſions of the diſcharged Provincial Council, does not account for the ulterior Charge upon the Revenue?

A. To the Extent of 1,48,000 Rupees.

The Managers for the Commons, and the Counſel for the Defendant, being aſked, Whether they were agreed upon the Fact, that the Increaſe of the Eſtabliſhment was owing in Part to the Expence of Penſions allowed to the diſcharged Members, anſwered in the Affirmative.

Q. *(by a Lord)*. Do you know from the Books you have conſulted, whether the India Company did, at any and what Time, take into their own Management the Salt Revenue?

A. They did about the End of the Year 1780, upon a new Plan.

Q. Was there any Charge incurred, and which was placed to the Account of the Charge of Collections ariſing from that Management?

A. Not in the Account that I have ſtated.

Q. What Increaſe of Revenue upon the Whole was there during the Three Years immediately following the Abolition of the Provincial Councils, and the Subſtitution of the Commiſſion of Revenue received by the Company?—Can you ſtate from the Examinations you have gone through, how the Revenue was increaſed in thoſe ſeveral Years, in which you have ſtated what the Increaſe of the Charges was?

A. There is an Account to that Effect entered in the ſame Book in the ſame Day's Conſultation, which is called "An Abſtract," including the Whole of the Land Revenue of the Soubahs, from the Bengal and Bahar Years 1179-80 to 1190-1 incluſive, which in Engliſh Style correſponds to the Years 1772-3 and 1783-4.

Q. Specify the reſpective Increaſes in each of the Years you before mentioned?

A. In the Year 1778-9, the Net Collection Account of the Revenues in the current Year, was — — — 173,95,871 Rupees

In 1779-80	—	—	—	180,21,226
In 1780-81	—	—	—	165,84,181
In 1781-2	—	—	—	189,55,004
In 1782-3	—	—	—	188,24,855
In 1783-4	—	—	—	181,93,491

Q. State what is the groſs Increaſe in the Three Years immediately following the Abolition of the Revenue Council 1781-2, 1782-3, and 1783-4, over the Revenue in the Three Years preceding them?

A. The Sums are not ſtated here.

The Counſel for the Defendant deſired that the Witneſs might draw out ſuch Account, and that the ſame might be entered as read.

The ſame is as follows:

Bengal Years.		Behar Years.		Engliſh Stile.		Nett COLLECTIONS. Account of the Revenues of the Current Year paid into the different Treaſuries of the Revenue Department.
1185	or	1186	or	1778-9	—	1,73,95,871 : 4 : 4 : 3
1186	or	1187	or	1779-80	—	1,80,21,226 : 1 : 7 : 1
1187	or	1188	or	1780-1	—	1,65,84,181 : 10 : 11 : 2
						5,26,01,279 : 0 : 0 : 0
1188	or	1189	or	1781-2	—	1 89,55,004 : 5 : 8 : 1
1189	or	1190	or	1782-3	—	1,88,24,855 : 1 : 2 : 3
1190	or	1191	or	1783-4	—	1,81,93,491 : 15 : 10 : 1
						5,59,73,351 : 0 : 0 : 0
						5,26,01,279 : 0 : 0 : 0
					Increaſe	33,72,072 : 0 : 0 : 0

Then the following Queſtion was put to the Witneſs:

Q. Whether that Plan ſo adopted by Mr. Haſtings in 1780, 1781, and 1782, has not continued down to the preſent Moment without any Alteration whatever, except putting at the Head of that Committee a Member of the Supreme Board, inſtead of a Preſident of their own Body?
A. I believe it has.

Q. (*by the Managers*). Whether one of the Members of the Supreme Board is not now put at the Head of the Committee of Revenue?
A. It is, by the Court's Order in the Year 1785.

Q. Whether there are not, through the whole Provinces of Bengal and Bahar, a certain Set of European Officers eſtabliſhed in each Diſtrict, called Collectors?
A. It appears ſo from what I have ſeen of the Records.

Q. Whether an Increaſe upon the General Rent Roll of the Country was not levied by the new Committee of Revenue in the Year 1781 and 1781-2?
A. There was.

Q. Do you know the Amount of that Increaſe?
A. From that Account, Part of which I have had the Honour to ſtate to your Lordſhips, it appears that the groſs Jumma or Settlement of the Revenues in 1780 and 1781 was 2,55,12,080; in 1781-2, 2,79,05,850.

Q. (*by Counſel*). Whether that Increaſe was made upon the Ryot or immediate Cultivator of the Soil, or whether it was made upon the Zemindar?
A. I cannot anſwer that Queſtion. I don't recollect the Proceedings of the Committee at the Time, ſufficiently to ſtate whether it was in one Inſtance or the other.

Q. (*by a Lord*). But it appears in the Books you refer to?
A. It will appear, I believe, on the Revenue Proceedings of 1781.

Q. That is in the ſame Book as you have been ſpeaking from?
A. No. This is the Council Revenue of the Year 1785.

Q. Whether there is not in that Book you have in your Hand, on the Conſultation of the 11th July 1785, an Account of the groſs Collections and actual Receipt into the Treaſury for 10 Years?
A. I have not that here.

The Counſel for the Defendant deſired, That the Account itſelf might be printed.

The Account is entered in a Conſultation of the 11th of July 1785, and is as follows:

"Fort William, the 11th July 1785.

Rev. Dept.
Monday

"At a Council; Preſent,
John Stables Eſquire,
and
The Honourable Charles Stuart Eſquire.

"Extract from Mr. Stuart's Minute in reply to the Governor General's on his Plan for the Revenue.

Years.	Curren^{t} Collect^{ns}	Collected Account Balances.	Groſs Collect^{n}	Charges Coll^{n}	Actual Receipts into the Treaſury.
1772-3	2,37,29,763 11 3 –	18,88,226 12 1 –	2,56,17,989 11 13 –	41,56,970 9 18 2	2,14,61,019 1 14 2
1773-4	2,35,77,528 10 6 2	18,05,528 6 15 1	2,53,83,057 1 1 3	43,02,596 1 10 2	2,10,80,460 15 11 1
1774-5	2,37,20,882 8 6 1	17,40,399 7 9 1	2,54,61,282 5 2 –	41,51,272 13 15 –	2,13,10,009 2 10 2
1775-6	2,40,33,296 10 4 2	12,18,176 5 10 3	2,55,51,472 15 15 1	45,07,471 15 1 1	2,10,44,001 — 14 –
1776-7	2,36,21,604 8 8 1	13,94,769 — 18 3	2,50,16,373 9 7 –	49,05,739 5 13 1	2,01,10,434 3 14 3
1777-8	2,24,30,527 15 13 3	20,79,450 12 1 1	2,45,08,978 11 15 –	53,80,818 5 3 –	1,91,28,160 11 9 1
1778-9	2,30,41,818 1 10 1	19,19,747 2 14 3	2,49,61,565 4 5 –	56,45,946 13 5 2	1,93,15,618 6 19 2
1779-80	2,37,01,863 3 8 1	15,66,321 13 5 3	2,47,68,185 — 14 –	56,80,637 2 1 –	1,90,83,547 14 13 –
1780-81	2,26,82,691 13 17 1	14,24,542 — 10 2	2,41,07,233 14 7 3	60,98,510 3 5 3	1,80,08,723 11 2 –
1781-2	2,56,10,873 13 4 1	6,23,989 3 5 1	2,62,34,863 — 9 2	66,55,869 7 16 –	1,95,78,993 8 13 2
1782-3	2,47,88,515 15 7 3	6,50,461 11 13 –	2,54,38,977 11 — 3	59,63,660 14 5 –	1,94,75,316 12 15 3
1783-4	2,53,22,585 13 14 2	4,49,915 14 17 –	2,57,72,201 12 11 2	71,29,093 14 4 1	1,86,43,107 14 7 1

Signed, at the End of the Conſultation,
"John Stables,
Cha^{s} Stuart." (*a*)

The Managers for the Commons ſtated, They ſhould next proceed to ſhew the Acts of Mr. Haſtings relative to a Perſon of the Name of Kelleram, from whom Mr.

(*a*) Vide Appendix, N° CLVII.

Haſtings was charged, in the Sixth Article of Charge, to have received a Sum of Money amounting to Four Lacks of Rupees, and, in Conſideration of the ſame, to have let certain Lands in the Province of Bahar: That he had none of the Qualifications pointed out by the Court of Directors, or even by Mr. Haſtings himſelf, for the Situation in which he was placed. And, firſt, That he was notoriouſly known to be a Perſon of infamous Character.

The ſame was objected to by the Counſel for the Defendant.

The Managers for the Commons being heard in Anſwer to the ſaid Objection, and the Counſel for the Defendant in Reply,

The Houſe adjourned to the Chamber of Parliament.

The Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid;

"Gentlemen of the Houſe of Commons, and Gentlemen of Counſel for the Defendant, the Lords have reſolved, That the Managers for the Commons be not admitted to give Evidence of the Unfitneſs of Kelleram for the Appointment of being a Renter of certain Lands in the Province of Bahar; the Fact of ſuch Unfitneſs of Kelleram not being charged in the Impeachment."

The Managers for the Commons ſtated, they ſhould next proceed to ſhew the Connexion between the Defendant and Kelleram, his Order for him to come to Calcutta, and the ſubſequent Tranſactions with him afterwards.

Read, from Book 231, the following Extract of a Patna Revenue Conſultation of the 31ſt of July 1780, beginning at Page 721 of the ſame Book.

"Patna, 31ſt July 1780.

"At a Conſultation; Preſent,
Mr. William Young, acting Chief;
Meſſrs. George Bright,
Shearman Bird,
Chriſtopher Keating,
Henry Ramus.
Mr. Maxwell abſent.

"Fort William, 23d July 1780.

"Sir,

"I deſire that you will permit Rajah Kyaleram to come to Calcutta: I have ſent him an Order for that Effect.

I am, Sir,
Your moſt obedient Servant,
"Mr. Young. (Signed) Warren Haſtings."

Read, further, Extract from ſame Conſultation, beginning at Page 733.

"The Acting Chief propoſes to the Board to determine how far we can with Propriety permit Rajah Kyalleram, in his preſent Situation, to proceed to Calcutta immediately, in Conſequence of the Governor General's Letter to him, as quoted in the above Minute, or wait for an Anſwer to the Reference which has already been made. And the Queſtion being put,

"Mr. Ramus is of Opinion he ought to be permitted to go, in Conſequence of the Governor's Orders.

"Mr. Keating is of the ſame Opinion.

"Mr. Bird is of the ſame Opinion.

"Mr. Bright is of Opinion, that Rajah Kyalleram ought not to be permitted to go, in Conſequence of the Governor General's Orders.

(Signed) "G. Bright."

Read, a further Extract from ſame Conſultation, beginning at Page 735 of the ſame Book.

"Mr. Young is of Opinion that Rajah Kyaleram ſhould not depart from Patna till an Anſwer arrives to his Letter of the 27th to the Honourable Governor General, informing him of the Predicament in which Rajah Kyalleram ſtands.

"Reſolved, That Rajah Kyaleram be permitted to go.

" Rajah Kyaleram being called in, is informed of the above Reſolution; in Conſequence of which he requeſts a Guard of Sepoys to protect him down to Calcutta, which is granted; and he declares before the Board he leaves Mootyram his Vakeel for the Adjuſtment of his Waſſilaut.

(Signed at the End of the Conſultation)

" A true Copy.

W. A. Brooke,
Revenue Chief."

The Managers for the Commons ſtated, They would next proceed to ſhew, that a Leaſe was granted to Kelleram, and the Proceedings in granting the ſaid Leaſe.

Read, from Book 232, the following Extract of a Conſultation of the 14th November 1780, beginning at Page 299 of the ſame Book.

" Fort William, the 14th November 1780.

Rev. Dept.
Tueſday.

" At a Council; Preſent,
The Honourable Warren Haſtings Eſquire, Governor General, Preſident;
Philip Francis, and Edward Wheler, } Eſquires.

Amended Propoſals of Rajah Kullyan Sing laid before the Board by the Governor, and recommended for their Acceptance.

" The Governor General lays before the Board, amended Propoſals he has juſt received from Rajah Kullyan Sing, for farming the Province of Bahar; which he recommends for their Acceptance.

" Ordered, That they be tranſlated, and entered as follows:

" Tranſlation of an Arzee from Maha Rajah Kullyah Sing.

Petition of Kullyan Sing.

" Having repeatedly explained the Condition of the Soubah Bahar, deſiring to ſee the Proſperity of the Government, after much Enquiry, I have perfected a Form of Settlement for the Year 1188 Fuſly, and now ſubmit the ſame to you, thinking it is attainable, if immediate Permiſſion be granted, yet with great Difficulty.

" Two Months are already elapſed of this Year's Collection; the Hill Banditti have ſeized the early Harveſt, and the Lateneſs of the Order for Settlement will encreaſe the Loſs of Revenue.

" In the Propoſal, ſome Mehals are deſired in the Mocurrery Mode, becauſe in thoſe an extreme Deſolation has prevailed; and, to enſure Succeſs in their Cultivation, great Diſburſements of Money for Gillundauzee, Tuccary, &c. are neceſſary; Agriculture cannot be reſumed without a Mocurrery Engagement.

" In Hope from that Tenure, the Men whoſe Names are inſerted will pay the Expences of Cultivation, and alſo the Revenue of the Government, without Deficiency; and the ſame Form of Settlement ſhall be continued in future.

(Signed)

" Francis Baugh,
Tranſlator."

Accompanying Kullyan Sing's Petition.

"FORM of SETTLEMENT.

		Present State.	Proposed Increase.	Jumma.
	The Soubah for the Year 1188 Fusly,	29,08,343 : 12 : 9	5,00,000 : 0 : 0	34,08,343 : 12 : 9
a	Pergunnah Belung and others, formerly under my Servants, by Turllck Tahood; now, I hope, Rajah Merja may be eſtabliſhed therein by Turuk Mocurrery.	2,60,698 : 3 : 0	35,000 : 0 : 0	2,95,698 : 3 : 0
b	Pergunnah Aikul and others, were under Modun Lol and others; now, I hope, Koonnur Bowlut Sing may be favoured with them on Tureeck Mocurrery.	1,18,000 : 0 : 0	15,000 : 0 : 0	1,33,000 : 0 : 0
	Sunnut and others, formerly let yearly, now diſengaged; Rajah Bowanny Sing, my own Brother, hopes they may be granted on Tureeck Mocurrery to him.	2,75,681 : 0 : 0	76,000 : 0 : 0	3,51,681 : 0 : 0
	Sircar Tirhut.—Mr. Young, when One Year of Roy Mohun Lol's Agreement was unexpired, loſt about 50,000 Rupees, having granted a Mocurrery Sunnud of it to Rajah Madoo Sing; this was improper; I hope it may be granted on a Tureeck Tahood of Five Years to Rajah Bowanny Sing.	2,46,324 : 6 : 6	80,000 : 0 : 0	3,26,324 : 6 : 6
c	Purgunnah Choinpore, Saſeram and others, with Perron and Nonour, were the laſt Year under Rajah Kially Ram; he hopes ſtill to be favoured with them by Tureeck Mocurrery.	6,32,000 : 0 : 0	50,000 : 0 : 0	6,82,000 : 0 : 0
d	Pergunnah Biſarah and Cuſumboor were with Ram Golaum laſt Year; now Yar Ally hopes by Tureek Mocurrery to be eſtabliſhed in them.	1,86,002 : 0 : 0	31,000 : 0 : 0	2,17,002 : 0 : 0
	Purgunnah Grindhoun Amortho Gopeenaut hopes he may be favoured with on Tureeck Mocurrery.	5,841 : 12 : 0	2,000 : 0 : 0	7,841 : 12 : 0
e	Havely Arzeemabad and others, Mucney Lol hopes for by a Tureeck Tahood of Five Years.—He is a good Man.	1,45,606 : 0 : 0	65,000 : 0 : 0	2,10,606 : 0 : 0
f	Nirhut Samoy, Mulkee Bulleah and others, Men Julfaker Ally hopes to have granted him on Tureek Mocurrery.	2,18,017 : 3 : 3	60,000 : 0 : 0	2,78,017 : 3 : 3
	Khaſpoor Tupheo Murrvah are fixed under Rajah Sadoo Ram by Mocurrery.	80,234 : 14 : 3	10,000 : 0 : 0	90,234 : 14 : 3
g	Nanegunge and others, formerly by Tureeck Mocurrery were eſtabliſhed.	1,79,780 : 3 : 0	———	1,79,780 : 3 : 0
b	Erwul Muſeeda and others, with Farmers and Zemindars well ſatisfied to pay	5,60,158 : 2 : 9	76,000 : 0 : 0	6,36,158 : 2 : 9
	Total	29,08,343 : 12 : 9	5,00,000 : 0 : 0	34,08,343 : 12 : 9

The Letters in the Margin guide to Explanations on the other Page.

"EXPLANATIONS.

Accompanying Kullyan Sing's Petition.

a	Pergunnah Belunj, &c.		
	Belunj — — —	70,000 : 0 : 0	
	Sereſa — — —	65,507 : 0 : 0	
	Havely Bahar — —	54,000 : 0 : 0	
	Pergunnah Ghiaſpoor — —	58,190 : 3 : 0	
	Molda Zillah Cowſrah — —	13,001 : 0 : 0	
		2,60,698 : 3 : 0	
b	Pergunnah Aikul, &c.		
	Aikul — — —	60,000 : 0 : 0	
	Relegur Muſnud — —	58,000 : 0 : 0	
		1,18,000 : 0 : 0	
	*		
* c	Cheinpoor, &c. —		
	Cheinpoor	5,61,000 : 0 : 0	
	Peroſe and Nenour	71,000 : 0 : 0	
		6,32,000 : 0 : 0	
d	Pergunnah Biſara, &c.		
	Biſara — — —	1,38,001 : 0 : 0	
	Coſſumboor — —	48,001 : 0 : 0	
		1,86,202 : 0 : 0	
e	Haveely Azeemabad, &c.		
	Azeemabad — — —	52,001 : 0 : 0	
	Fulwarree — —	32,001 : 0 : 0	
	Shawpoor Muneer — —	43,001 : 0 : 0	
	Sourb Mehal — —	7,500 : 0 : 0	
	Badelah D°. — —	1,301 : 0 : 0	
	Shawjehanpoor — —	2,400 : 0 : 0	
	Bicuntpoor — —	1,301 : 0 : 0	
	A Part of Munwarah — —	4,801 : 0 : 0	
	Pumbah Nacoſs — —	1,300 : 0 : 0	
		1,45,606 : 0 : 0	
f	Nirhut Samoy, &c.		
	Nirhut Samoy — —	1,32,015 : 3 : 3	
	Mulkee, &c. — —	86,002 : 0 : 0	
		2,18,017 : 3 : 3	
g	Naſregunge, &c.		
	Naſregunge — —	3,500 : 0 : 0	
	Dehaut ſur Shecum, under Rajah Mourledher — —	1,305 : 0 : 0	
	Nuzzerana from the Dutch —	10,000 : 0 : 0	
	Half of Sanwrah Bulleah —	24,924 : 0 : 0	
	Pergunnah Bulwarrah — —	29,405 : 0 : 0	
	Tillaurah — —	75,001 : 0 : 0	
	Havely Rates — —	12,613 : 0 : 3	
	Talook Dergboje Sing — —	21,231 : 2 : 9	
	Suddaurut — —	1,801 : 0 : 0	
		1,79,780 : 3 : 0	
b	Erwul Muſuda, &c.		
	Erwul Muſuda — —	80,000 : 0 : 0	10,000 : 0 : 0
	Half Saunweah Bulleah —	21,501 : 0 : 0	1,500 : 0 : 0
	Jaghire Iſhmael Ally Khan —	7,000 : 0 : 0	500 : 0 : 0
	Sircar Shawabad, without Peroſe and Nunour — —	3,66,802 : 3 : 3	54,000 : 0 : 0
	Sercolly — —	50,001 : 0 : 0	3,000 : 0 : 0
	Balagunge — — —	16,781 : 14 : 9	3,500 : 0 : 0
	Neipoar — —	18,072 : 0 : 9	3,500 : 0 : 0
		5,60,158 : 2 : 9	76,000 : 0 : 0

* Sic in Orig.

(Signed) "Francis Baugh, Translator.

Signed at the End of the Consultation,

"Warren Haſtings,
P. Francis,
Edw^d Wheler."

Read, from Book 225, the following Extract of a Conſultation of the 15th December 1780, beginning at Page 121 of the ſame Book.

" Fort William, the 15th December 1780.

Rev. Dept. Friday. " At a Council; Preſent,
The Honourable Warren Haſtings Eſquire, Governor General, Preſident;
and
Edward Wheler Eſquire.

" Extract of a Letter from William Maxwell, &c. Council, dated Patna, the 27th November 1780, to the Governor General and Council.

Par. 2d. " In our Letter of the 26th ultimo, which accompanied the annual Accounts of that Part of the Province of Bahar under our Management, for the Year 1187 Fuſſely, we acquainted you that the advanced Seaſon of the Year made it abſolutely neceſſary for us to form the Settlement for 1188, to prevent any Loſs accruing to Government; we have now completed it with a Succeſs which has far ſurpaſſed our Expectations, and on Terms much ſuperior to any Settlement made for many Years paſt. The Paper marked N° 1, exhibits the Settlement for 1188; and that marked N° 2, which contains a comparative Account of it with that of 1187, will explain to you the Alterations and Changes which have taken place in the ſeveral Diſtricts.

Par. 3d. " We have continued all ſuch Farmers in Office, as by their Conduct had merited our Approbation, and were willing to renew their Engagements, except the Renter of Shawpore Munner, whom, from his Oppreſſions, and the numerous Complaints preferred againſt him by the Ryots, we found it abſolutely neceſſary to remove.

Signed at the End of Conſultation,

" Edw^d Wheler."

Read, further Extract from the ſame Letter and the ſame Conſultation, beginning at Page 125 of the ſame Book.

Par. 6th. " The Settlement we have made of the Diſtricts under our Charge, is for the preſent Year only. All the Engagements have been accepted on the expreſs Condition of their being approved of by you; and that the Renters might not be tempted to encreaſe their preſent Profits at the Expence of the future Revenue, they have engaged to pay the ſame Rent for next Year, ſhould Government think proper to grant them a Renewal of their Leaſes.

Par. 7th. " It is our Opinion that the preſent Settlement is formed on Terms of ſuch Security, as to leave little Room to apprehend that there will be any Balance at the Cloſe of the Year: and we beg Leave to aſſure you that the moſt unremitted Care and Attention ſhall be paid on our Parts to complete it."

Read, the following Extract of a Conſultation of the 19th December 1780, beginning at Page 171 of the ſame Book.

" Fort William, the 19th December 1780.

Rev. Dept. Tueſday. " At a Council; Preſent,
The Honourable Warren Haſtings Eſquire, Governor General, Preſident;
and
Edward Wheler, Eſquire.

" Read and approved the Proceedings of the 15th inſtant.

" The Secretary lays before the Board the comparative Account of the Settlement made by the Provincial Council of Patna, of the Province of Bahar for the Bahar Year 1188, and the Propoſals delivered by Rajah Kullyan Sing, which was ordered to be prepared laſt Council Day.

“ Comparative View of the Settlements reſpectively propoſed by the Chief and Council at Patna, and by Rajah Kullyan Sing, for the Province of Bahar (excluſive of Sircar Sarun, &c.) for the Fuſsly Year 1188.

Kullyan Sing's Allotments.		Settlement propoſed by the Chief and Council of Patna.			Settlement propoſed by Rajah Kullyan Sing.		
1ſt.	Belunjeer Pelich Maldar; Seriſſa; Havely Behar; Ghyaſpoor and Cooſra — — —	2,85,699	3	0	2,95,698	3	0
2d.	Aikul and Relegur Muſnud, or Rutty Gudhaſſon	1,19,001	0	0	1,33,000	0	0
3d.	Sunnout, &c. — — — — —	3,45,681	0	0	3,51,681	0	0
4th.	Sircar Tirhut — — — — —	2,50,590	6	9	3,26,324	6	6
5th.	Cheinpoor Saſſeram; Serris Kotomba; Charcoan Perou and Nenoor — — — —	6,80,116	6	2	6,82,000	0	0
6th.	Beſara and Caſumboor, or Cuſmar — —	2,00,002	0	0	2,17,002	0	0
7th.	Gundhore or Giddore — — — —	5,841	12	0	7,841	12	0
8th.	Azeemabad, Fulwarra, Shahpore, Munneer; Surb Mehal; Badela; Shahjehanpore; Bycuntpore; Munwarah and Pumbah, or Pate Necauſe —	2,04,104	0	0	2,10,606	0	0
9th.	Nurhut Samoy, and Mulkee, and Bulleah and Buſſarey — — — — — —	2,50,617	3	3	2,76,117	3	3
10th.	Khaſpoor, or Hajypoor, and Tuppeh Murwaſh	90,234	14	3	90,234	14	3
11th.	Naſergunge; Raja Mooſleedur's, Serſhikun Villages; Dutch Nuzerrana, 1ſt Quota of Sawmah, or Sandeh-Belleah; Pergunnah, Butwarrah, Tilwara; Havely Rotas; Talooka of Dergbeja Sing, and Suddarut — — — —	1,79,979	9	9	1,77,980	3	0
12th.	Arwul Muſſodah, or Maſſorah: 2d Quota of Saunrah, or Sandeh, Belleah, Sircar, Shahabad (without Perow and Nunour) Sercolly, or Shairgotty, Neypoor, and Balgunge, or Ballgutch	6,05,417	11	7	6,35,733	2	9
	Total —	32,17,285	2	9	34,04,218	12	9

EXPLANATIONS.

“ The 1ſt Column exhibiting the Patna Council's Jumma, agrees in its Total with their Statement all to 3 Pice, which it has been allowed to exceed in, to make it coincide with Kullyan Sing's Statement of Peroo and Nenoor (Article 5th), which he deducts from Shahabad (Article 12th), and ſtates at Rupees 71,000, whereas it ought to have been theſe 3 Pice leſs.

“ In the 8th Allotment Kullyan Sing ſtates the laſt Year's Jumma of Bycuntpoor to be only 1,301 Rupees, whereas the Patna Council make it 7,000 Rupees more; which Difference is however brought again to account by Kullyan Sing in the laſt Article (12th), under the ſeparate Head of the Jaguir of Iſhmael Ally Khan.

“ The Deficiency between the Sum Total of the 2d Column, exhibiting Kullyan Sing's Propoſals, and the ſaid Aggregate as ſtated in his own Account, is Rupees 4,125; which is owing to the following Deductions the Board have lately made in the Jumma, and which he has not noticed; viz.

Suddarut Mehal (11th) — — —	1,800
In Behader Sing's Jumma, (Article 9th) — —	1,900
Jaguir of Roy Jadoram given up (Article 12th) — —	425
Total as above — —	R. 4,125

which do not therefore appear in this Statement.

“ But on the other Hand he has miſtated, in his own Favor, the Mokurery Jumma of Tirhut, making it 4,266 : 0 : 3 leſs than the Patna Council, which being on account of the reſumed Jaguir of Meerſyf Ulla, ſhould therefore be added to the Sum Total above mentioned, and will make the general Total of his Propoſals, Sicca Rupees 34,08,484 : 13; which is juſt 1,91,199 : 10 : 3 more than the Settlement made by the Chief and Council of Patna.

"The Names of Places have been ſpelt as they reſpectively ſtand in the 2 ſeparate Engliſh Accounts, of which this is the Abſtract; viz. The tranſlated Propoſals of Kullyan Sing, and the Settlement Account received from the Chief and Council at Patna.

Propoſals of Rajah Kullyan Sing accepted.

Rajah Kyallyram called before the Board, his Aſſent to the Conditions propoſed to him.

"Agreed, That the Propoſals of Rajah Kullyan Sing, with the Corrections made in the comparative Statement, be accepted, and that a Mocurrery Sunnud be granted for the ſame, with a Clauſe, that it ſhall continue ſuch, ſo long as the Payments of the ſtated Kiſts are regularly made, and no Oppreſſions exerciſed on the Inhabitants; that he ſhall prefer no Claims for Deductions on the Plea of Drought or Inundation, or any other natural Cauſe, nor urge any Plea for the ſame, nor claim, as a Right, any Deductions for Paymalee, or the Ravages of Enemies; that whatever the Board may, at any Time, think it proper to grant on this laſt Account, ſhould a Caſe happen (which God forbid), to require it, ſhall be given and received merely on the Footing of an Indulgence. Rajah Kyallyram, the Naib of Rajah Kullyan Sing, being called before the Board, and theſe Conditions propoſed to him, declares his Aſſent to them.

Sunnud and Cabooleat ordered.

"Ordered, That they be formed into Clauſes for the Settlement, and that a Sunnud and Caboleat be immediately prepared at the Khalſa for Rajah Kullyan Sing, and ſeparate Sunnuds for the Farmers, agreeably to the Terms of the Settlement.

Khelaut to be prepared.

Patna wrote to.

"Ordered, That a Khelat be prepared for Rajah Kullyan Sing, and Kyalleram. Agreed, That the Provincial Council of Patna be written to as follows. (a)

Signed at the End,

"Edwd Wheler."

Then the Houſe adjourned to the Chamber of Parliament.

(a) Vide Appendix, No CLVIII.

Die Jovis, 22° Aprilis 1790.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor acquainted the Managers for the Commons, they might proceed to make good their Charge.

The Managers for the Commons deſired a Miſtake in the printed Minutes, Page 1157, might be rectified, it being there ſtated, "That the Managers for the Commons ſtated they would next proceed to ſhew how many of the Bills produced in Evidence were realized in the Months of October and November 1781, and how many were realized before the End of January 1782;" whereas it ſhould have been ſtated, That the Evidence the Managers were then about to produce, was to ſhew how much of the 100,000 l. mentioned in the Letter from Mr. Haſtings, dated Patna, 20th January 1782, was received prior to the Time of that Letter being written.

The ſame was ordered accordingly.

The Managers for the Commons ſtated, they would next proceed to ſhew all the Circumſtances attending the Appointment of Kelleram to be Renter of the Lands in the Province of Bahar, and the Conſequences that followed from it.

Read, from Book 227, the following Extract of a Conſultation of March 30th 1781, beginning at Page 332 of the ſame Book.

"Fort William, 30th March 1781.

"At a Council; Preſent, Rev. Dept. Friday.
The Honourable Warren Haſtings Eſquire, Governor General, Preſident;
and
Edward Wheler Eſquire.

"Agreed, That Rajah Kyallyram be appointed Naib, and that a Sunnud be prepared confirming him in the ſame accordingly.

Signed at the End of the Conſultation,
"Edwd Wheler." (a)

Read, the following Extract of a Conſultation of the 25th of May 1781, beginning at Page 744 of the ſame Book.

"Fort William, the 25th May 1781.

"At a Council; Preſent, Rev. Dept. Friday.
The Honourable Warren Haſtings Eſquire, Governor General, Preſident;
and
Edward Wheler Eſquire.

"The Preparer of Reports to the Revenue Department delivers in, for the Signature of the Honourable the Governor General, the ſeveral Mokurrery, and other Sunnuds ordered by the Board on the 19th of laſt December for the different Mehalwary Ajazadars, or Farmers of Diſtricts in the Behar Province, as applied for in the Derkhaſts or Propoſals made for the general Settlement by Rajah Khyalaram, on the Part of Rajah Kullyan Sing, the Head or Sudder Farmer.

"There are in all Eleven Sunnuds, Nine of which are Mokurrery, and Two for a fixed Term of Five Years; of both of theſe, the Preparer of Reports delivers in the Tranſlation of One, as a general Specimen of each Kind, for the Board's Conſideration; the Liſt of the Farmers, the Mehals they rent, and the Amount of their Jumma, is as follows. (b)

Signed at the End of the Conſultation,
"Edwd Wheler."

(a) Vide Appendix, No CLIX.

(b) Vide Appendix, No CLX.

Read, further Extract from the ſame Conſultation, beginning at Page 756 of the ſame Book.

" The Sunnuds mentioned in the above Report being approved by the Board, the Originals are now ſigned by the Governor General, including the Three ſeparate ones requeſted by Zulficar Ali, which the Board are willing to allow him inſtead of One general Sunnud, as applied for in the Derkhaſt or Propoſals for the Settlement.

" Ordered, That they be delivered to the Parties. (a)

Signed at the End of the Conſultation,

" Edwd Wheler."

The Managers for the Commons ſtated, they would next proceed to ſhew that Kelleram fell into great Balances with the Eaſt India Company, in conſequence of the above Appointment.

The ſame was objected to by the Counſel for the Defendant.

The Managers for the Commons being heard in Anſwer to the Objection, and the Counſel in Reply,

The Houſe adjourned to the Chamber of Parliament.

(a) Vide Appendix, No CLX.

Die Martis, 27° *Aprilis* 1790.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid;

" Gentlemen, Managers for the Houſe of Commons, and Gentlemen, of Counſel for the Defendant, the Lords have reſolved, 'That it is not competent to the Managers for the Commons to give Evidence upon the Charge in the Sixth Article, to prove that the Rent at which the Defendant, Warren Haſtings, let the Lands mentioned in the ſaid Sixth Article of Charge, to Kelleram, fell into Arrear and was deficient.'—Gentlemen, Managers for the Houſe of Commons, you may proceed to make good your Charge."

The Managers for the Commons ſtated, they would next proceed to ſhew that no Security of any Sort or Kind was taken from Kelleram; for which Purpoſe, they deſired Mr. Hudſon might be called.

Mr. HUDSON was accordingly called in, and examined as follows:

Q. You are converſant with the Books of the Eaſt India Company?
A. Yes.

Q. Have you found, from your Search through thoſe Books, that any Security was taken by Mr. Haſtings in the Year 1781 from thoſe Perſons to whom he let the Province of Bahar—any collateral Security?

A. I believe not.

Q. What was the Security taken?
A. A common Cabooleat.

Q. Is it the uſual Practice, ſo far as you find from examining the Books of the Eaſt India Company, to take Security from the Farmers?
A. I cannot ſay whether in all Caſes.

Q. Is it the general Practice?
A. It is the Practice ſometimes, but I cannot ſay whether it is general or not.

Q. Have you found, upon the Books of the Eaſt India Company, any Copy or Original of a Deed of Security or Obligation taken by Mr. Haſtings from Kelleram or Cullian Sing?
A. No; I have not.

Q. Is there any Thing that appears upon thoſe Books, that either does or does not ſhew that Mr. Haſtings delivered up, or handed over, to the Company any Thing for any Security from Kelleram or Cullian Sing?
A. Not that I have found.

(*Croſs examined.*) Q. Whether Cullian Sing had not a very large Jaghire in the Province of Bahar?
A. He had an Allowance, but how paid I do not know, whether by Jaghire or other Means.

Q. Do you know the annual Amount of it?
A. I think 50,000 Rupees—to the beſt of my Recollection.

Q. Do you know of ſome Allowance he had as the Son of Shitabroy, or to the Amount of a Lack and a Half of Rupees?
A. He had an Allowance as Naib of Bahar.

Q. To what annual Amount?
A. I cannot recollect; it appears in the Conſultations.

Q. I wiſh you to recollect if he had not a Lack or a Lack and a Half a Year?
A. I do not recollect whether he had or not.

Q. Have you examined the Conſultations, ſo as to enable you to ſpeak accurately upon the Subject?
A. The Allowance will appear upon the Conſultations; I do not know whether it was a Lack, or a Lack and an Half, or what other Sum.

Q. Do you know whether, in the former Years, Securities had been taken from Perſons at Patna?
A. I do not know whether they were in farm before; I do not recollect; I have not examined.

Q. Whether Kelleram, in the Year 1780 and 1781, was or was not in Debt to the Eaſt India Company?
A. It appears from the Proceedings of the Eaſt India Company he was.

The Counſel for the Defendant deſired that the Fact might be proved from the Proceedings themſelves.

Then the Witneſs was directed to withdraw.

The Managers for the Commons informed the Houſe, they would next proceed to prove, that there was a regular eſtabliſhed known Fine which was taken in all Caſes, and what that Fine was; in order to ſhew that no Part of this Money could come under the Denomination or Deſcription of that Fine or Peſhcuſh.

Read, from Book 10, already delivered in, the following Extract of a Letter from the Governor General and Council at Fort William, to the Honourable Court of Directors, dated 25th February 1775.

14. "We have deemed it neceſſary, in order to prevent the Cauſes of Litigation amongſt the Land Holders, to remove the Objections which may have prevented the Zemindars and others from eſtabliſhing their Rights in exempting them from the heavy Impoſition of Peſhcuſh (or Tribute), which we underſtand was formerly a whole Year's Revenue, and have reduced it to a ſmall certain Fine, as an Acknowledgement to Government, for the Sake of retaining an ancient, and in ſome Reſpects a neceſſary Formality; and we hope this Step will meet with your Approbation.

Signed at the End,

"Warren Haſtings,
Geo. Monſon,
Rich^{d} Barwell,
P. Francis."

Read, from Book 234, already delivered in, the following Extract of a Conſultation of the 8th of February 1775, beginning at Page 539 of the ſame Book.

"Fort William, the 8th February 1775.

"At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Lieutenant General Clavering,
The Honourable George Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

Letter and Advertiſement circulated relative to Sunnuds.

"Reſolved, That the following Letter and Advertiſement be circulated to all the Provincial Councils, the Chief of Chittagong, and to the Superintendant of the Collections at Mongheer, &c.

L. 8. No. 42.

"To Mr. C. W. Boughton Rous,
Chief, &c. Provincial Council of Revenue at Dacca.

"Gentlemen,

"Conſidering moſt of the diſputed Claims of Inheritance to have ariſen from the Proprietors neglecting to make out Sunnuds for their Zemindarries, we have thought it neceſſary to remove the Objections which may have prevented the Zemindars and others from eſtabliſhing their Rights by ſuch authentic Grants, in exempting them from the heavy Impoſition of Peſhcuſh on the Renewal of every Sunnud, and reducing it to a fixed Payment, which may be made only as an Acknowledgment to Government, for the Sake of retaining an ancient, and, in ſome Reſpects, a neceſſary Formality.

“ We have accordingly reſolved, That the Peſhcuſh be hereafter paid in Gold Mohurs, either into the Provincial Cutcherries or to the Khalſa, before whichſoever the Claimant ſhall be required to make an Appearance either in Perſon or by his Vakeel; that the Peſhcuſh for a Zemindary, the annual Rent or Malguzarry of which is a Lack of Rupees or near it, ſhall be fixed at Fifty Gold Mohrs, and for other Portions of Inheritance in that Proportion.

“ We, encloſed, tranſmit you an Advertiſement, which we deſire you will cauſe to be publiſhed throughout your Diviſion, and affixed at the Gates of your Cutcherry; and we enjoin you to take eſpecial Care that no more is exacted than the eſtabliſhed Fees on any Account whatever, and to puniſh any who ſhall be detected in the Attempt to exact more.

“ We are, &c.

“ Fort William, the 8th February 1775.

“ ADVERTISEMENT.

Advertiſement.

“ This is to give Notice to all Zemindars, Talookdars, and other Land-holders in the Provinces of Bengal, Bahar, and Oriſſa, and to all Perſons ſucceeding to Zemindarries, Talookdarries, or Portions of either, or to any other Land Property, or obtaining the ſame by Decrees of the Courts of Adawlut, or by Purchaſe, that they are required to take Sunnuds, or other official Title Deeds from the Cutcherry of the Diſtrict, to which they are ſubordinate, in all Caſes not exceeding 1,000 Rupees, (in this is included alienated or Charity Land, of which the Jumma, or Produce, is not more than 100 Rupees), and from the Khalſa, in all Caſes exceeding that Jumma, for which they are to apply to the Secretary to the Governor General and Council in their Revenue Department, when Sunnuds will be granted to the Proprietors after they ſhall have been expoſed for Three Months at the Publick Cutcherry, with an Advertiſement ſubjoined, That if any one has any Objection to the ſaid Sunnuds, he muſt make it within that Term; when that Term is expired, the Sunnud will be granted at their paying the eſtabliſhed Fees on the Receipt of ſuch Grants without any other Charge whatever, and the Sunnud will then remain unchangeable, except in the Caſes of Nonage, Idiotiſm, Lunacy, or Abſence from the Provinces, in which Caſe very good and ſufficient Reaſons can be aſſigned for the Claims not having been aſſerted in due Time. Theſe Caſes will be heard and adjudged by the Governor General and Council in their Character of Dewan.

“ In the Succeſſion to Zemindarries or Talookdarries, a Peſhcuſh will be demanded by Government, at the Rate of 50 Gold Mohrs for each Lack of Rupees Jumma, and for other Portions of Inheritance in the like Proportion, being at the Rate of One Gold Mohr per Jumma of 2000 Rupees.

“ Thoſe Perſons who are deſirous to eſtabliſh their Rights to the Lands they hold, by renewing their Sunnuds, ſhall not be ſubjected to the Charge of Peſhcuſh, or any other Charge whatever, except the eſtabliſhed Fee to the Secretary.

Signed at the End of the Conſultation,

“ Warren Haſtings,
J. Clavering,
Geo. Monſon,
Richard Barwell,
P. Francis.”

The Managers for the Commons deſired Mr. Young might be called in.

Mr. YOUNG was accordingly called in; and being ſworn, was examined as follows:

Q. Are you acquainted with the Province of Bahar?
A. I am.

Q. In what Situation was you in the Province of Bahar?
A. I was a Member of the Provincial Council of Revenue.

Q. Are you acquainted with the Mode of letting Farms in that Diſtrict?
A. I am.

Q. Whether it is cuſtomary, upon letting Farms in the Province of Bahar, to reſerve or take a Fine, or a Peſhcuſh, to the Company, as a Conſideration for letting the Farms?
A. No Inſtance of the Kind ever happened while I was a Member there, or in any of the Leaſes that we made.

Q. How long was you a Member of that Provincial Council?
A. About Six Years.

Q. If it had been the Cuſtom, do you think you could have been ignorant of it in ſo long a Service?

A. I can only ſpeak with regard to the Cuſtom in Bahar while I was there; I never knew an Inſtance of it in Bahar.

Q. Suppoſing it had been the Practice, during the Six Years that you were a Member of the Provincial Council, muſt it not have lain within your Knowledge?

A. No Inſtance came to my Knowledge.

Q. But muſt it not have come to your Knowledge if, in Fact, ſuch Inſtances had happened while you were a Member of the Provincial Council?

A. I think it muſt.

Q. Whether you were acquainted with the Circumſtance of the letting of the Province of Bahar to the Rajah Kelleram?

A. I recollect ſuch a Tranſaction took place in Part; the Leaſe was let to Cullian Sing and Kelleram; and the Leaſe, in Fact, ſtood in the Name of Cullian Sing, but Kelleram was conſidered as a Partner.

Q. Whether, if a Fine of 40,000 l. to be paid by Advance, or within the Courſe of a Year, was reſerved upon the Farm of the Province of Bahar, the Farmer would be qualified to fulfil an Engagement, fairly made according to the true Value of the Country.

A. I think he would not, according to the real Value of the Country; but he might have Property of his own, from which he might make good ſuch a Fine.

Q. Whether he could afford to pay ſuch a Fine, ſuppoſing his Bargain made at the full and juſt Value of the Farm?

A. I beg to obſerve, this ſeems to be Matter of Opinion; and as it is a Circumſtance in which I do not preſume to have one, I beg Leave to decline giving any.

Q. Whether, from the Knowledge you have of the Revenue, and of the local Circumſtances of that Country, and the Situation and Circumſtances of the Farmers, you are competent to give an Opinion in that Caſe?

A. I think I can.

Q. Then, upon thoſe Grounds, I deſire that you will give your Opinion.

The Witneſs deſired the Queſtion might be repeated.

Q. The Queſtion that is put to you is this, Whether a Renter, who takes the Province of Bahar at the full Value of the Farm, can afford, or, to ſpeak in the common Phraſe, Whether it is worth his while, to give £40,000 as a Fine for purchaſing ſuch a Farm?—Whether there be any Thing in the Circumſtances of that Province, to enable him to give £40,000 for the Purchaſe, in the Circumſtances in which Kelleram then ſtood?

A. I think, conſidering the Circumſtances in which Kelleram ſtood, he could not afford it.

Q. In what Circumſtances did he ſtand?

The Counſel for the Defendant objected to the Queſtion.

The Managers for the Commons being heard in Anſwer to the Objection, the laſt Anſwer of the Witneſs, and the Queſtion, were ordered to be read; and the ſame were read accordingly.

" A. I think, conſidering the Circumſtances in which Kelleram ſtood, he could not afford it.

" Q. In what Circumſtances did he ſtand?

The Managers for the Commons waived their Queſtion.

Q. Whether or no you have had any Tranſaction relative to the letting of that Farm while you was a Member of the Provincial Council at Bahar?

A. Yes. We made various Settlements of the Province of Bahar during the Time I was in the Provincial Council.

Q. Was your Anſwer, that you did make various Settlements of that Province while you were a Member of the Provincial Council?

A. We made various Settlements of that Province, either in the Whole or in Part, during the Time that I was a Member of the Provincial Council; and it will appear by the Records of the Company.

Q. Was there any Treaty ſubſiſting between the Council of Patna and any Perſon or Perſons, for the letting the whole Province of Bahar at the Time you was removed from the Council?

The Counſel for the Defendant deſired, the Witneſs might be previouſly aſked;

Q. (*by Counſel.*) Have you any other Knowledge of the Subject, but what you collect from the Records, either of the Company or of that Provincial Council?

A. I certainly had a perſonal Knowledge of the Subject, becauſe I was a Member of the Council.

Q. Whether that Treaty, which is inquired after as ſubſiſting between the Council of Patna and any Perſon, was reduced into Writing, and made Part of the Records of the Council of Patna?

A. I underſtand the Queſtion, but I could wiſh to know as to the Time, becauſe I ſtated there were various Settlements of the Province of Bahar.

Q. Then this is the Queſtion: Was there during your Time any Treaty ſubſiſting between the Provincial Council and any Perſon for taking the Part now in Queſtion?

A. At the Time that the Settlement was made with Kelleram, we had, the Provincial Council had, actually made a Settlement of the Province of Bahar previous to that Engagement with Cullian Sing and Kelleram.

Q. Was that done by Minute in Council, or in any other Manner?

A. When that Settlement was entered into, I think I was abſent at the Time from the Council, but I am pretty confident, and I believe I am certain, that the Settlement ſtands upon the Records of the Council at Patna.

Q. Was you preſent in the Provincial Council when the Settlement was made?

A. To the beſt of my Recollection I was abſent.

Q. Whether the Province of Patna was let to one Man as a Sudder Farmer, or to different Zemindars of the Country?

A. It was let principally to Zemindars, and ſome Part of the Country was let to Farmers.

Q. Was the Province of Patna ever within your Knowledge, while you were in the Provincial Council, let to one Man?

A. Never, while I was a Member of the Provincial Council.

Q. Were there any Payments or Sums of Money in Bahar paid to the Company, or for their Uſe, which made a Part of the Settlement, but which do not appear upon the Face of the Settlement you laſt made?

A. Excluſive of the Sums ſpecified in the Settlement, there was a Ceſs collected, which they called Reſum Caſana, at One and a Quarter per Cent. on the Amount of the Leaſe of the Perſons to whom we let the Lands.

Q. (*by a Lord*). That is, One and a Quarter per Cent. of the Rent reſerved upon the Grant?

A. Yes; upon the Grant.

Q. (*By the Managers.*) Was that a regular annual Payment?

A. It was.

Q. Was there, or was there not, any other Profit ariſing to the Company from your Settlement beſides that?

A. Excluſive of this, there was a Gain or Advantage to the Company of Batta.

Q. (*By a Lord.*) What is the Meaning of Batta?

A. It is the Exchange between Siccas and Sonat Rupees. It is proper I ſhould explain it: In ſome Parts of the Province of Bahar the Rent is paid in Siccas, in others in Sonats, and the Advantage of the Batta is the Exchange between one and the other, which, one Year with another, uſed to amount to 40,000 Rupees. Excluſive of theſe Two Articles, there is alſo an Article they call Tuckavy, which is Money advanced for the Purpoſe of Agriculture, paid in the Courſe of the following Year with a Profit of 25 per Cent.

Q. (*By a Lord.*) To whom paid?

A. To Government, by the Perſons who hold the Leaſe of the Country for the following Year.

Q. (*By the Managers.*) Were thoſe regular eſtabliſhed Payments?

A. The Reſum Caſana was an invariable Article; the Batta was not required of the Farmer, but was ſettled and appeared in the Treaſury Accounts at Patna. The Tuckavy depended upon Circumſtances, ſome Years more was advanced, ſome leſs; in general, about 20,000 Rupees.

Q. (*By a Lord.*) Who regulated the Meaſure of that?

A. It was regulated by the Patna Council, from their local Knowledge of the Situation and Circumſtances of the particular Diſtricts.

Q. (*By the Managers.*) Whether all theſe Sums you have mentioned did not appear as regular Payments, and were regularly carried to the Accounts?

A. Yes; they were.

Q. (*By a Lord.*) That is, the Accounts tranſmitted from the Provincial Council to the Council at Bengal?

A. Yes.

Q. (*By the Managers.*) Whether, from what you know of the Country of Bahar, it is more advantageous to the Inhabitants of that Country, that the Province ſhould be wholly let to one Man, or to the Zemindars and different Farmers?

A. I conceive this is Matter of Opinion; and if I am not abſolutely required to give it, I wiſh to decline it; and after all, I do not think I could ſpeak poſitively.

Q. At what Time were the Provincial Councils withdrawn from Patna?

A. Some Time in the Month of February 1781.

Q. After the Provincial Councils were withdrawn, was there any Check upon the Farmers?

A. Mr. Maxwell, our Chief, was left there in Charge of the Chiefſhip, and when we were diſmiſſed, we were ordered to deliver over our entire Truſt and Office to him.

Q. Whether there was any Check left in the Country, upon the Farmers Kelleram and Cullian Sing?

A. Mr. Maxwell was left avowedly with the Powers that the Provincial Council previouſly before poſſeſſed, at leaſt I never heard any Thing to the contrary; but in Addition to this Anſwer I beg to add, that the Letter which diſmiſſed us ſtates Mr. Maxwell as left in the temporary Poſſeſſion of the Chiefſhip.

Q. Had, in point of Fact, Mr. Maxwell Authority to ſtop the Farmers from any Oppreſſion whatever in the Country?

The Counſel for the Defendant objected to the Queſtion.

Q. (*by a Lord.*) Had the Provincial Council any ſuch Power?

A. We had.

Q. Whether, under thoſe Circumſtances, Mr. Maxwell had that Power? What Knowledge have you of the Extent of Mr. Maxwell's Power, except what you alluded to juſt now, that you underſtood he ſucceeded to the Power of the Provincial Council?

A. I can know nothing of Mr. Maxwell's Power ſubſequent to our Diſmiſſion.

Q. In point of Fact, did Mr. Maxwell prevent Oppreſſion? Do you know any Thing of the Fact, whether Mr. Maxwell did interpoſe to prevent any Oppreſſion by the Farmers upon thoſe who held under them; do you remember any ſuch Fact?

A. I do not remember particularly that Mr. Maxwell exerciſed any ſuch Power.

Q. Do you know of any other Powers he had than thoſe which were conveyed to him in that Letter of Recall of the Provincial Council?

A. I know of no other Powers.

Q. Whether, de facto, to the beſt of your Knowledge and Judgment, Mr. Maxwell had any ſuch Power?

The Counſel for the Defendant objected to the Queſtion.

Q. Suppoſing he had been authoriſed to prevent Oppreſſion, had he the Means of exerciſing the Authority?

A. He had.—I will anſwer it in another Manner: If Mr. Maxwell poſſeſſed the Power and Authority the Provincial Council poſſeſſed, he had it in his Power, in a great Meaſure, to prevent Oppreſſion.

Q. Whether you ever had any Converſation with Mr. Haſtings with reſpect to the Leaſe that was granted to Kelleram by Mr. Haſtings?

A. I think I had ſome ſlight Converſation.

Q. Repeat the Whole of that Converſation as nearly as you can.

A. Upon a Viſit that I made to Mr. Haſtings on other Buſineſs, he gave me to underſtand he had let the Lands, or was about to let them; ſuch a Meaſure was in Agitation to let the Lands to Cullian Sing or Kelleram.—I ſaid, upon that Occaſion, I was convinced they never would fulfil their Engagements.

The Counſel for the Defendant objected.

Q. You are aſked to repeat the Converſation you had with Mr. Haſtings as accurately as you can recollect that Converſation?

A. I beg to obſerve, I was not aſked about the Unfitneſs; it was an Obſervation of my own when Mr. Haſtings mentioned that Subject.

Q. Go on with the Converſation?

A. I ſaid to Mr. Haſtings, I was convinced, from my Knowledge of the Character and Circumſtances of theſe Men, they never would fulfil their Engagements.—Mr. Haſtings ſaid, that he hoped better of them, or that he had a better Opinion of them; and my Reply was, as near as I can recollect, in theſe Words; That I had known them for Six Years, and would not give up my Opinion, or Words to that Effect, to any Man.

Q. Was that the Whole of the Converſation?

A. That was the Whole of the Converſation that paſſed upon the Subject, and it took place upon the Subject of another Buſineſs quite foreign to it; and I beg Leave to add, that I entered that Opinion upon the Records of the Patna Council when the Leaſe to thoſe Men came up; and it will now be found there.

Q. How long was it before the granting of the Leaſe that this Converſation was held?

A. I cannot charge my Memory as to the preciſe Time; it was certainly before the granting of the Leaſe, for I was then at Calcutta, which I left in December, and the Leaſe came up to Patna in the Month of February.

Q. Did Mr. Haſtings give you any Information reſpecting the Security of £40,000 taken from thoſe Men?

A. Mr. Haſtings never did.

Q. You have ſaid, you were a Member of the Provincial Council?

A. Yes.

Q. Were there any Complaints made againſt the Conduct of the Provincial Council, to your Knowledge?

A. Complaints have frequently been made againſt the Provincial Council.

Q. Did Mr. Haſtings ever repreſent to you, that the Provincial Council were unfit for their Duty?

A. I ſaid, when the Queſtion was firſt aſked, that Complaints had occaſionally been made of the Provincial Council, and it certainly happened frequently in official Situations.

Q. (*by a Lord.*) Whether, in Converſation with you, Mr. Haſtings made any ſuch Complaints, or whether thoſe Complaints were official in the Courſe of his Duty?

A. Mr. Haſtings never made any Complaints to me of the Provincial Council, nor did the Board.

Q. Were the Provincial Council in all Reſpects equal to the Duty impoſed upon them?

The Counſel for the Defendant objected.

Q. (*by a Lord.*) Is it your Opinion they were equal to their Duty?

A. I beg Leave, with all Deference to the Court, to waive that, as Matter of Opinion.

Q. Had the Provincial Council a compleat local Controul to prevent Oppreſſion in the Country?

A. We doubtleſs had full Powers for the Purpoſe from the Governor General and Council.

Q. Whether, in point of Fact, they had the Opportunity of preventing Oppreſſion of the Country — Could you prevent Oppreſſion?

A. We could, as far as our Situation would admit; and always did, as far as we could.

Q. From your Knowledge of the Country of Behar, did you ever know the Office of Farmer and Dewan united in the ſame Perſon?

A. I have.

Q. In what Inſtance?

A. In the Inſtance of Rajah Cullian Sing; who held, during the Time of the Provincial Council, ſeveral ſmall Farms in the Name of other Perſons.

Q. I wiſh to know, whether the Dewan was not, from the Nature of his Duty, a Perſon to check the Oppreſſion of the Farmer, if he committed any?

A. The Perſon we had as Dewan, in Fact exerciſed no Authority.

Q. Whether the Duty of the Dewan was not to check the Oppreſſion of the Farmer — Was it his Duty?

A. I can only ſpeak to my perſonal Knowledge: Cullian Sing, when he became Dewan, at leaſt when I became a Member of the Patna Council, was conſidered by the Council as very incompetent to his Office; and we did not, in fact, allow him to exerciſe any Power.

Q. (*by a Lord*). Whether the Office of Dewan does in its Nature comprize, as a Part of his Duty, that of ſtepping in and preventing the Farmer's Oppreſſion of thoſe under him?

A. I can only ſpeak as to Belief. I believe the Office of Dewan ought to check Oppreſſion.

Q. Whether there were not Two Offices of Dewan?

A. I know but of One.

Q. Is there not a Dewan in each Diſtrict where there is a Farmer?
A. We had One Perſon as Dewan in the Province of Bahar, who was Cullian Sing.

Q. Throughout the Province of Bahar there was but One Perſon inveſted with that Office of Dewan?
A. Yes.

Q. Whether, when the Provincial Council were withdrawn, and the Office of Dewan and Farmer were united in the ſame Perſon, there was or was not a greater Opportunity of oppreſſing the Farmers, without the Knowledge of the Supreme Council, than there was before ſuch an Arrangement took place?
A. I apprehend, in anſwer to that Queſtion, that the Office of Dewan was in fact or tacitly aboliſhed, by giving the Country in farm to him.

Q. Whether the withdrawing the Provincial Council, and aboliſhing the Office of Dewan, did not put it in the Power of the Farmer to commit Oppreſſion with greater Eaſe than before?
A. Doubtleſs.

Q. What Impreſſion the letting of the Lands to Kelleram and Cullian Sing made upon the Minds of the Inhabitants of that Country?

The Counſel for the Defendant objected to the Queſtion.

The Managers being heard in Anſwer to the Objection, and the Counſel in Reply;

The Houſe adjourned to the Chamber of Parliament.

Die Jovis, 29° *Aprilis* 1790.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid;

"Gentlemen, Managers for the Commons, and Gentlemen, of Counſel for the Defendant, the Lords have reſolved, That it is not competent for the Managers of the Commons to put the following Queſtion to the Witneſs on the Sixth Article of the Charge;—"What Impreſſion the letting of the Lands to Kelleram "and Cullian Sing made upon the Minds of the Inhabitants in the Province of "Bahar?"

Then Mr. YOUNG was called in, and examined as follows:

Q. Whether you know of any Effects produced by the Appointment of Kelleram to the Province of Bahar, and what thoſe Effects were?

The Counſel for the Defendant objected.

The Managers for the Commons, being informed that the Ground of Objection appeared to fall within the Range of the former Reſolutions of the Houſe, ſaid, they would not preſs the Queſtion.

Q. Do you know in what Manner Kelleram and Cullian Sing conducted themſelves in the Situation in which they were put?

The Counſel for the Defendant objected to the Queſtion.

Q. Do you know Gunga Govind Sing?
A. I have ſeen him, but have no perſonal Knowledge of him.

Q. What Character did he bear in the Country?
A. He bore a very bad Character, both amongſt the Natives and Europeans.

Q. In what Situation was he in Bengal?
A. Gunga Govind Sing was once Dewan to the Calcutta Committee of Revenue; he was afterwards appointed Dewan to the General Committee of Revenue, that was eſtabliſhed for the Collection of the Revenue, upon the Abolition of the Provincial Council.

Q. Is the Office of Dewan to the General Committee of Revenue, I mean Mr. Haſtings's Committee of Revenue, an Office of great Power and Authority?
A. It is an Office of great Power and Authority.

Q. Is it an Office of much greater Power and Authority than the Office of Provincial Dewan to any Provincial Committee?
A. As being an Office of much more extenſive Operation, extending over the Revenue Buſineſs of the whole Country; ſo far it muſt be an Office of much greater Conſequence.

The Managers for the Commons being deſired to aſk the Witneſs the Nature of the Authority which the Dewan holds, informed the Houſe that the Nature of his Power was already explained in Page 1181 of the printed Minutes; to which they begged Leave to refer the Houſe.

Q. Then this Office of great Power and Authority was given to a Perſon of a general infamous Character?
A. It was.

Q. Whether the Opinion of the Natives, and the Opinion of the Europeans with regard to this Man, was the ſame?
A. Yes; I ſaid ſo.

Q. After the Provincial Council was aboliſhed, and the Committee of Revenue appointed, were there the ſame Means of knowing the Situation of the Provinces, or any Oppreſſions that might be committed in them, that there were before?
A. No; there were not.

Q. During the Exiſtence of the Provincial Council, was it an eaſy Matter for the Grievances of the Provinces to be concealed from the Council at Calcutta?
A. I think not.

Q. Was it more eaſy that thoſe Grievances ſhould be concealed after the Appointment of the General Committee of Revenue, than it was before?
A. Yes.

Q. Whether the Effect of this new Arrangement was to veſt more Power in the Governor General, ſingly conſidered?
A. I think it had that Effect.

Q. Explain in what Manner it produced that Effect?
A. By concentrating the Buſineſs more immediately under his own Controul.

Q. (*by a Lord*). Was it more under the Controul of the Supreme Council?
A. More immediately under the Controul of the Governor General.

Q. Whether the Farmers in the Provinces, (Farmers or Zemindars, calling them by what Names you chuſe), whether they were or were not leſs under the Controul of the Government, under the new Arrangement, than under the old one?
A. I think they were leſs under the Controul of Government under the new Arrangement than under the old one.

Q. Were they, or were they not, more open to the Oppreſſion of a Dewan who was ill inclined?
A. I think that they muſt have been.

Q. Do you know whether, or have you any Means of Knowledge, whether Oppreſſions did exiſt more, or leſs, after the Appointment of the new Government than under the old?

The Counſel for the Defendant objected to the Queſtion.

The Managers for the Commons being heard in Anſwer to the Objection, and the Counſel in Reply,

The Managers for the Commons were aſked, if they had any Objection to the Form of the Queſtion ſtanding thus:

"Whether more Oppreſſions did actually exiſt under the new Inſtitution than under the old?"

The Managers for the Commons made Anſwer, That they aſſented to the Queſtion ſtanding in that Form.

The Houſe adjourned to the Chamber of Parliament.

Die Martis, 4° *Maii* 1790.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid;

"Gentlemen, Managers for the Commons, and Gentlemen, of Counſel for the Defendant, the Lords have reſolved, That it is not competent for the Managers of the Commons to put the following Queſtion to the Witneſs upon the Seventh Article of Charge; viz. 'Whether more Oppreſſions did actually exiſt under 'the new Inſtitution than under the old?'——Gentlemen, Managers for the Commons, you may proceed to make good your Charge."

The Managers for the Commons deſired Mr. Young might be called in.

Mr. YOUNG was accordingly called in, and examined as follows:

Q. Whether you heard, during your Reſidence in the Province of Bahar, or after your coming to Calcutta, of any Sum of Money privately given by the Rajahs Kelleram and Cullian Sing, or either of them, or any Agreement to pay any Sum of Money from either of theſe Perſons?

The Counſel for the Defendant objected to the Queſtion.

Q. (*by a Lord*). Do you know of any Rumours abroad, in Calcutta or Patna, of any Preſent having been made, by Kelleram or Cullian Sing, to Mr. Haſtings, before April, or May, or September, 1782?
A. I heard of ſuch Rumours.

Q. At what Time?
A. Previous to either of the Dates mentioned by your Lordſhips.

Q. (*from the Managers.*) Did you hear them from any Authority which you thought entitled to Credit?

The Counſel for the Defendant objected to the Queſtion.

Q. From whom did you hear theſe Rumours?

The Counſel for the Defendant objected to the Queſtion.

Q. (*by a Lord.*) Whether it was not a general Rumour prevailing amongſt a great Number of People, and ſpreading much abroad?
A. It was a very general Rumour at Patna.

Q. What was the Rumour?
A. The Firſt Rumour was previous to the Tranſaction having taken place, when Kelleram was ſent for down by Mr. Haſtings to Calcutta; it was generally reported and believed in Patna, that he and Cullian Sing were to have the Farm upon paying a certain Sum of Money.

Q. To whom?
A. To Gungo Govind Sing, upon Account of Mr. Haſtings; that was the general Report when Kelleram firſt went down. I did not hear any ſpecific Sum, till I myſelf went to Calcutta ſome Time after.

Q. What did you hear at Calcutta?

The Counſel for the Defendant objected to the Queſtion.

Q. Was there a Rumour at Calcutta, before the Periods you mentioned, of ſuch a Sum of Money having been received by Mr. Haſtings?
A. I heard the ſame Rumour alſo in Calcutta.

Q. Was that alſo a general Rumour?
A. I believe it was.

Q. You have ſtated the Rumour at Patna. What was the Rumour at Calcutta?
A. I heard in Calcutta—but I heard then a ſpecific Sum, which was afterwards confirmed to me at Patna, that, previous to the Engagement of Mr. Haſtings with Kelleram and Cullian Sing, ſuch a Sum of Money was to be paid.

Q. What was that Sum?
A. Four Lacks of Rupees.

Q. Whether you ever made a Settlement with the Zemindars or Farmers during the Time you were in the Council at Patna?
A. I ſaid ſo: Very often.

Q. What Standard you had to eſtimate, what the Farmer ought to pay publickly as a Revenue, without knowing what the Farmer had agreed to pay privately to any other Perſon?

The Counſel for the Defendant objected.

A. It is a Queſtion which I really do not perfectly comprehend.

Q. How could you know what the Province could afford to pay publickly, without knowing what the Farmer had engaged to pay privately?

The Counſel for the Defendant objected.

A. I really do not perfectly comprehend the Queſtion; and as I underſtand it is rather wiſhing for an Opinion from me, I could wiſh to decline it, becauſe I may miſunderſtand the Queſtion.

Q. Whether, upon this Rumour, you took any Step to bring this Matter to the Ears of Mr. Haſtings, or that you thought might be a probable Medium of conveying it to the Ears of Mr. Haſtings?
A. I do not recollect that I took any Step whatever to bring it to the Ears of Mr. Haſtings.

Q. Do you think that any ſuch Rumour could have ſo generally prevailed, without coming to the Ears of Mr. Haſtings?

The Counſel for the Defendant objected.

Q. Whether, or no, you are acquainted with the general Character and Eſtimation in which Gungo Govind Sing was held in that Province?
A. I have anſwered that before.

Q. (*Croſs examined.*) I underſtood you to ſay, in Anſwer to Two or Three Queſtions, that the Reſum Caſana, the Tuckavy, and the Batta, were added to the Provincial Contracts; I wiſh to know, whether thoſe Articles, the Reſum Caſana, the Tuckavy, and the Batta, were inſerted in the Sunnuds as Matter of expreſs Stipulation, or by the Cuſtom of that Country?
A. I cannot ſpeak poſitively whether they were or not: The Reſum Caſana was always paid according to the Cuſtom of the Country; the Batta could not appear in the Farmer's Accounts; that was in the Treaſury Account only, and not charged to the Farmer at all; it was a Profit upon the Collections.

Q. There was another Article they call Tuckavy; how do you explain that?
A. When a new Farmer went into a Diſtrict, it was uſual to give over to him the Ryots Bond, which was given for the Tuckavy advanced; the Farmer uſually collected it on theſe Ryots Bonds.

Q. Was that the Cuſtom, or was the Article inſerted in the Sunnuds?
A. I believe, not inſerted in the Sunnuds; but, as far as my Recollection goes, I believe ſome ſuch Engagement was always taken from the Farmer for it.

Then the following Queſtions, and the Anſwers of the Witneſs, were read by the Clerk from the printed Minutes, Page 1211.

'Q. (*By a Lord.*) What is the Meaning of Batta?
'A. It is the Exchange between Siccas and Sonat Rupees. It is proper I ſhould explain it: 'In ſome Parts of the Province of Bahar the Rent is paid in Siccas, in others in Sonats, and the 'Advantage of the Batta is the Exchange between one and the other, which, one Year with an'other, uſed to amount to 40,000 Rupees. Excluſive of theſe Two Articles, there is alſo an Article 'they call Tuckavy, which is Money advanced for the Purpoſe of Agriculture, paid in the Courſe 'of the following Year with a Profit of 25 per Cent.

'Q. (*By a Lord.*) To whom paid?
'A. To Government, by the Perſons who hold the Leaſe of the Country for the following Year.

‘ Q. (*By the Managers.*) Were thoſe regular eſtabliſhed Payments?
‘ A. The Reſum Caſana was an invariable Article; the Batta was not required of the Farmer,
‘ but was ſettled and appeared in the Treaſury Accounts at Patna. The Tuckavy depended upon
‘ Circumſtances, ſome Years more was advanced, ſome leſs; in general, about 20,000 Rupees.”

Then the Witneſs was aſked,

Q. Whether the Farmer was, or was not, obliged to advance yearly the Tuckavy to the Ryots?
A. No; the Farmer was not obliged to do it.

Q. Was he to have the Profits, whether he made any Advance or not?
A. The Profit was the Government's; the Profit belonged to the Government.

Q. Who had the Ryots Bonds?
A. The Money was generally advanced by the Direction of Government by the former Farmer, or whatever Perſon happened to have Charge of the Collection. He took Bonds from the Ryots, and thoſe Bonds were handed over to Government.

Q. Whether it had not been uſual for the Provincial Council to let the Lands in Bahar to the Farmers, and not to make diſtinct Engagements with the Zemindars?
A. In the Light in which I underſtand the Queſtion we did both, according to Circumſtances; we let the Lands either to Zemindars or to Farmers; if we had a Confidence in the Reſponſibility and Capacity of a Zemindar, we generally gave him the Preference; where we had not ſuch Confidence, or where there were Circumſtances that made it improper in our Judgement, we did not.

Q. Suppoſing the Farmer a proper Perſon, without examining whether he were or not, might not the Revenue be as advantageouſly collected by the Government being let to one Perſon, as by being let to many?
A. Suppoſing the Province of Bahar were to be let to one Man, and he unexceptionable as to Capacity and Property, I think it would be more advantageous.

Q. Whether, ſuppoſing the Perſon were one, the Revenue might not be as advantageouſly collected, if the Leaſe were a long one, as if it were a ſhort one?
A. I think it might.

Q. You have ſpoken to the Character of Gunga Govind Sing—Whether your Reſidence was not principally at Patna?
A. It was.

Q. What is the Diſtance of Patna from Calcutta?
A. About 400 Miles.

Q. Whether, during the Period of your Reſidence in India, Gunga Govind Sing was not principally reſident and employed at Calcutta?
A. He was.

Q. You ſaid, you had ſeen Gungo Govind Sing—Had you ever any Concern with him perſonally yourſelf?
A. I never had.

Q. You ſpeak of having received Impreſſions reſpecting this Perſon from the Natives as well as Europeans—Whether one Perſon from whom you received Impreſſions of the Character of Gungo Govind Sing, was not a Man of the Name of Ram Chunda Sing?
A. I have heard Ram Chund Sing ſpeak of him; and I alſo knew at the Time that Ram Chunda Sing was Gungo Govind Sing's Enemy.

Q. You have been aſked reſpecting the Meaſure of the Abolition of the Provincial Council, and ſaid you were a Member of the Provincial Council at the Time, and had been ſo for 6 Years?
A. Yes; I ſaid ſo.

Q. Whether you have not complained publickly of that Meaſure as extremely injurious to your own private Intereſt and Feelings, in Terms of this Sort; that you conſidered it as an Expulſion from Houſe and Home; that you had Houſes and Lands, that even your Aſſiſtants had ſome of them Houſes; that you had Occupations, Purſuits and Amuſements; that you had it in your Power to help ſome needy Friends, that depended upon you, and your own Misfortunes were aggravated by finding your Friends involved in it as well as yourſelf? Whether you have not ſpoken of this Meaſure in theſe Terms?
A. I ſpoke of it in thoſe very Terms at the Bar of the Houſe of Commons about Two Years ago.

Q. Then you did make thoſe Complaints, and did feel the Meaſure in that Light, as a Meaſure injurious to your own private Intereſt?
A. I ſpoke of the Meaſure in thoſe Terms at the Bar of the Houſe of Commons; whether that can be conſidered as a Complaint in only anſwering the Queſtion, I do not know.

Q. Did you not feel the Meaſure in that View, and entertain thoſe Sentiments reſpecting it?
A. I certainly did conſider it as injurious to myſelf, and to the Service of the Eaſt India Company.

Q. (*by Managers*). Whether, when you was in this Manner expelled from Houſe and Home, any publick Benefit whatſoever ariſing from that Expulſion was notified to you?
A. I do not recollect there was any Benefit.

Q. Whether you was under any criminal Charge at that Time, to which you was called to anſwer?
A. I was under no criminal Charge at that Time.

Q. What was your Opinion of the Motives upon which you was ſo expelled?

The Counſel for the Defendant objected to the Queſtion.

The Managers for the Commons waived their Queſtion.

Q. Have you ſaid, that ſuppoſing the Renter to be a proper Perſon, the Renting the whole Farm to him might be no diſadvantageous Meaſure to the Publick?

The following Anſwer, given by the Witneſs in the Courſe of the Croſs Examination, was read by the Clerk.

" A. Suppoſing the Province of Bahar were to be let to one Man, and he unexceptionable as to Capacity and Property, I think it would be more advantageous."

Then the following Queſtion was put by the Managers for the Commons to the Witneſs.

Q. Did you think Kelleram to be an unexceptionable and reſponſible Perſon?

The Counſel for the Defendant objected to the Queſtion.

Q. Then ſuppoſing Kelleram to be a Bankrupt and in Priſon, would it be an advantageous way of letting the Lands?

The Counſel for the Defendant objected to the Queſtion.

Q. Whether, ſuppoſing the Perſons were Bankrupts, and in Priſon, it would be proper to let the Lands to them?

The Counſel for the Defendant objected to the Queſtion.

Q. Whether or no, in the Anſwer you gave, you meant to convey any Idea about Kelleram's being ſolvent, or not?
A. I did not.

Q. Whether the Character of Gunga Govind Sing had penetrated as far as Patna?
A. It was generally known at Patna; but when I ſtated, in Anſwer to a former Queſtion, that I reſided principally at Patna, I had frequently alſo been at Calcutta.

Q. Whether you did not converſe with many other Perſons, beſides Ram Chunda Sing, on the Character of Gungo Govind Sing?
A. It is impoſſible that I can ſpecify with what Perſons I converſed on the Subject of Gungo Govind Sing; but it was a frequent Subject of Converſation both with Natives and Europeans.

The Witneſs was directed to withdraw.

The Managers for the Commons deſired David Anderſon Eſquire might next be called in.

DAVID ANDERSON Eſquire was accordingly called in, and being ſworn, was examined as follows:

Q. In what Situation were you in Bengal about the Years 1780 and 1781?
A. In the Year 1780 I was Preſident of the Provincial Council of Calcutta; in the End of that Year, or in the Beginning of the Year 1781, I was ſent upon an Embaſſy to the Mahrattas in the Province of Cuttack; and in the Month of February 1781 I was appointed Preſident of the general Committee of Revenue.

Q. How long did you attend that Duty?
A. If you will give me Leave I will refer to ſome Notes, the Dates of which will enable me to ſpeak with more Preciſion.

The Witneſs referred to his Notes.

Q. How long did you attend that Duty?
A. I obſerve from the Note I have taken in my Paper, that on the Second of March I embarked upon a Second Embaſſy to the Mahrattas under the Command of Chimnagee Booſla.

Q. At what Place was that?
A. In the Neighbourhood of Balaſore.

Q. So that you attended the Duty of the Board from February to the Second of March?
A. Yes.

Q. When did you return from Cuttack or Balaſore?
A. I imagine the Time of my Return muſt have been about the 19th or 20th of March.

Q. After your Return on the 18th of March, how long did you attend your Duty at the Board?
A. Till the 7th of July in the ſame Year.

Q. Where did you go then?
A. I accompanied Mr. Haſtings upon his Expedition up to the Northern Provinces.

Q. When did you come back?
A. In November or December 1783.

Q. In what Situation were you from the Month of June or July 1781 to the Month of November 1783?
A. I was ſent along with Mr. Haſtings, as an Aſſiſtant under him, about the Beginning of November 1781; he deputed me upon an Embaſſy to Madajee Scindia, and eventually to the Peſhwa of the Mahratta State.

Q. That laſt did not take place in Point of Fact?
A. No.

Q. When you returned in 1783, how long did you attend your Duty at the Board after that?
A. I did not at that Time attend my Duty at all, for I was preparing to return to Europe for my Health, which was at that Time very bad; but I was beginning to recover much about the Time Mr. Haſtings propoſed to go up again to Lucknow, and it was propoſed by him that I ſhould accompany him.

Q. Then I underſtand you did not attend your Duty at the Board after your Return in 1783?
A. Not at that Time; but afterwards, in the End of the Year 1784, I attended my Duty for about Six Weeks or Two Months, juſt previous to my embarking for Europe.

Q. Therefore, except that Six Weeks, from the Month of July 1781, till the Time you left Calcutta, you never attended the Duty of the Board above Six Weeks: That is ſo; is it?
A. Not exactly, it was longer than that; from about the 19th or 20th of March to the 7th of July; ſubſequent to that, not above Six Weeks.

Q. Did you continue all that Time in the Situation, and receiving the Emoluments of the Preſident of the Calcutta Committee?
A. I did.

Q. Whether you ever heard any Rumour of a Sum of Money paid to Mr. Haſtings by Kelleram or Cullian Sing?
A. I did.

Q. About what Time?
A. I think I firſt heard of it much about the Time the Settlement was made, which I believe was either the End of 1780, or Beginning of 1781.

Q. What was the Report you then heard?
A. My Recollection is very imperfect; but, to the beſt of my Recollection, I heard at that Time, that a Sum of Money, I think Four Lacks of Rupees, was propoſed to be paid to Mr. Haſtings.

Q. Had you any Converſation with Mr. Haſtings upon that Subject?
A. Not at that Time; I had afterwards.

Q. At what Time had you any Converſation with Mr. Haſtings upon the Subject?
A. I imagine it muſt have been about the Beginning of May 1781.

Q. Repeat, as nearly as you can recollect, what Converſation paſſed between Mr. Haſtings and you upon that Subject?

A. At this Diſtance of Time I can ſcarcely recollect the exact Words; I can only mention the Impreſſion that ſtill remains in my Memory, that I communicated to Mr. Haſtings what I had heard; and feeling ſome little Embarraſſment at the Time, from the Situation in which I was placed, and from the Confidence he had placed in me in that Situation, he told me to make myſelf eaſy, or to give myſelf no Concern about what I had heard; for whatever Money had been received had been accounted for to the Company.

Q. What was the Embarraſſment you felt? What do you mean by that?

A. I have mentioned I was in that Situation with Mr. Haſtings, that I enjoyed a great Deal of his Confidence, and I ſhould have thought myſelf blameable, hearing of it as I did, if I had not mentioned it; alſo in my public Duty I thought it neceſſary to mention it to him, as I ſhould have Occaſion afterwards to tranſact Buſineſs with thoſe People who were ſaid to be concerned.

Q. Explain how your Confidence with Mr. Haſtings occaſioned any Embarraſſment?

A. In a Variety of Ways; One in particular, if the Report was not true, it was certainly proper Mr. Haſtings ſhould be informed of it.

Q. Suppoſe it was true?

A. If it was, that he might tell me what was to be done: I do not at this Time recollect all the Arguments that aroſe in my Mind, but that Embarraſſment ſuggeſted itſelf to me upon it.

Q. Did you or not think the Report injurious to the Character of Mr. Haſtings? Was that the Occaſion of your mentioning it to Mr. Haſtings?

A. Yes, it certainly was; I thought it inconſiſtent with the Character of Mr. Haſtings.

Q. Whether all the Receipts of the Landed Revenue of Bengal did not, or ought not, officially to have paſſed through your Office?

A. Our Office was conſtituted by the Governor General and Council; it reſted with them to conſtitute it as they pleaſed, either that the Receipts ſhould paſs through it, or not.

Q. (*by a Lord.*) Was it ſo conſtituted, that thoſe Receipts ſhould have paſſed through it?

A. I underſtand the Public Revenue was undoubtedly to paſs through the Office.

Q. What do you mean by the Public Landed Revenue—Whether there is any Thing elſe but Public Landed Revenue?

A. That Revenue which is included in the public Settlement, which is generally made annually by the Zemindars and Farmers, under the common Name, in that Country, of Bundobuſt.

Q. Whether there is any Thing elſe in Bengal but Public Landed Revenue?

A. Under the Mooriſh Government, there certainly was.

Q. Under the Engliſh Government?

A. It would appear, from what I have heard here, and from what has paſſed, that there was ſomething ſeparate from the Public Revenue.

Q. What is that?

A. I can only ſpeak from what I have heard here ſince this Trial commenced, and what paſſed between me and Mr. Haſtings upon that Occaſion; that there had been Sums collected ſeparately from the publick Settlement.

Q. (*by a Lord.*) The publick Revenue of the Country, according to its Order and Conſtitution, is that which appears upon the Settlements, and that only; and that which you have heard ſince and allude to, is not what you conſider as making a Part of the publick Revenue properly ſo called—That is ſo?

A. Yes.

Q. (*by the Managers.*) Independant of what you have heard ſince you came to England, whether you know in Bengal of any other Revenue but a publick Revenue?

A. I do not completely underſtand the Queſtion; I certainly underſtood from Mr. Haſtings, in the Converſation I had with him, that there had been Sums collected or promiſed by People employed in the Revenue, which were ſeparate from any Thing that the publick Officers employed in ſettling the Revenue knew any Thing of, at leaſt our Officers.

Q. By whom were thoſe Sums collected?

A. I do not know by whom they were collected, at leaſt not officially.

Q. Through what Office did they paſs?

A. Mr. Haſtings told me they were paid in to Mr. Croftes.

Q. Who received them?

A. I do not know any Thing further than that Mr. Haſtings told me the Money was accounted for to Mr. Croftes, who was, I believe, at that Time Sub-treaſurer to the Revenue Department.

Q. Was Mr. Croftes a Member of the Committee of Revenue?
A. He was.

Q. Did thoſe Sums appear in any publick Account of the Eaſt India Company, as far as you know?
A. In none, that I know of.

Q. Whether, before Mr. Haſtings informed you of this Sum of Money from Kelleram, whether before that Period you knew any Thing of a Diſtinction between a publick and private Revenue?
A. Not under the Engliſh Government, as I at preſent recollect.

Q. Did you conceive it to be Part of your Duty, as adminiſtering the Revenues of Bengal, to receive, privately, a Sum of Money that you did not carry to the publick Account?

The Counſel for the Defendant objected to the Queſtion.

Q. Whether you were, or not, ſworn not to take any Money privately?
A. I was.

Q. Was Gungo Govind Sing ſworn in the ſame Manner?
A. I believe not.

Q. Was Gungo Govind Sing the Perſon who received this Revenue; thoſe Four Lacks?
A. I did not know it in India at the Time;—at the ſame Time I beg Leave to obſerve, that I find, from looking over my Papers, that I had heard that Gungo Govind Sing was the Channel.

Q. Did you ever examine or interrogate Gungo Govind Sing with reſpect to thoſe private Receipts of Money?

The Counſel for the Defendant objected to the Queſtion.

Q. Had you ever any Converſation with Mr. Haſtings and Gungo Govind Sing upon this Subject together?
A. No; not that I remember.

Q. When you farmed the Bundobuſt of any Province, did you take into your Conſideration Sums of Money privately received, and not made a Part of the Contract?
A. No.

Q. Then how could you be ſure that you were not making an oppreſſive Settlement of the Country, when you made a Settlement without knowing what the Country paid.

The Counſel for the Defendant objected to the Queſtion.

Q. Whether you was with Mr. Haſtings at Moorſhedabad in 1781?
A. I was.

Q. Did you ſee a Perſon named Nundoolol there?
A. To the beſt of my Recollection, I either ſaw Nundoolol, or ſome Perſon on his Behalf.

Q. Did you or not ſettle ſome Diſpute with Nundoolol reſpecting his Farm?
A. To the beſt of my Recollection, he complained he had not obtained the entire Poſſeſſion or Management of thoſe Revenues for which he was to be accountable, or which formed a Part of what he farmed.

The Counſel for the Defendant deſired to know from the Managers for the Commons how this was applicable to any Thing contained in the Articles of Charge.

The Managers for the Commons ſtated, that the ſole Object for putting the Queſtion was to aſſiſt the Witneſs to recollect whether he did ſee Nundoolol himſelf there, or not?

A. I rather think Nundoolol was himſelf there.

Q. Whether you know any Thing of any Sum of Money paid to Mr. Haſtings by Nundoolol at Moorſhedabad?
A. I do not know any Thing of it.

Q. Whether you ever had any Converſation with Mr. Haſtings upon the Subject of that Sum of Money?
A. I am pretty confident I had not.

Q. Did you ever hear of that Sum of Money being paid in India?
A. I do not remember that I ever heard any Thing about it.

Q. Did Mr. Haſtings ever inform you that he had received a Sum of 58,000 Rupees from Nundoolol at Moorſhedabad?
A. No; not to my Recollection.

Q. Was you much in Mr. Haſtings's Confidence at Moorſhedabad?
A. I was at that Period in his Confidence; I had Reaſon to believe I was much in his Confidence.

Q. Do you know any Thing of a Sum of Money received by Mr. Haſtings, from a Perſon of the Name of Nobkiſſen?
A. No.

Q. Was Nobkiſſen a Farmer under the Government of your Board?
A. Nobkiſſen was under the Survey of our Board.

Q. Had you any Converſation with Mr. Haſtings with reſpect to Three Lacks of Rupees, paid to Mr. Haſtings by Nobkiſſen?
A. I do not remember that I had.

Q. Does any ſuch Sum appear, as far as you know, in any official Account in your Office?
A. Not to my Knowledge.

Q. Does any ſuch Sum as 58,000 Rupees, received from Nondoolol, appear in any Account in your Office?
A. Not that I know of.

Q. Whether you know any Thing of a Sum of Two Lack of Rupees received from a Perſon of the Name of Sadanund?
A. No.

Q. Had you ever any Converſation with Mr. Haſtings upon that Subject?
A. I preſume as to all theſe Sums, if your Lordſhips mean in India, I never had.

Q. Have you ſince?
A. Since this Trial, I have heard Mr. Haſtings, in drawing out his Defence, ſpeak upon that Subject.

Q. Do you know any Thing of a Sum of 100,000*l.* received from the Vizier?
A. I knew nothing of that in India.

Q. Was you with Mr. Haſtings at Chunar?
A. I was.

Q. Had you any Converſation with Mr. Haſtings, with reſpect to the Sum of 100,000*l.* received by him from the Vizier when at Chunar?
A. I am pretty confident I had not.

Q. Did you ever hear, while in India, any Thing reſpecting this Sum of 100,000*l.*?
A. I am not ſure; but I do not recollect hearing of it: But hearing Things at different Periods, this Year, laſt Year, and t'other Year, I find myſelf at a Loſs to diſtinguiſh what might be the firſt Time I heard of it; I think I did not hear of it in India.

Q. Are you ſure you did not hear of it at Chunar?
A. I am almoſt confident I did not hear it at Chunar.

Q. Did you return with Mr. Haſtings from Chunar to Patna?
A. No, I did not.

Q. Had you ever any Converſation with Mr. Haſtings with reſpect to any Sum of Money privately received, except what you have told us?
A. I do not remember that ever I had.—Though, if I remember right, the Impreſſion that Converſation I already alluded to made on my Mind was, that there had been other Sums, but not particularized.

Q. Whether you had not an Occaſion, or was employed, to ſettle Diſputes or Differences with Kelleram?
A. I was.

Q. Whether, in ſettling thoſe Diſputes and Differences, you took into Conſideration any Sums of Money that might, or might not, have been privately paid by Kelleram to any Body?

The Counſel for the Defendant objected to the Queſtion.

Q. (*by a Lord.*) The Queſtion reſpects a Sum of Money privately paid by Kelleram to Mr. Haſtings; and whether you took that into your Conſideration in ſettling the Diſputes and Differences?
A. Not Diſputes between Kelleram and Mr. Haſtings, but between Kelleram and other People employed in the Revenue; I did not mean to ſay I was employed in ſettling Diſputes between Mr. Haſtings and Kelleram, but ſome Diſputes between Kelleram and his Superior, Cullian Sing.

Q. (*By the Managers.*) Do you know how much of that Sum of Four Lacks of Rupees, you have mentioned, was paid?

A. I do not.

Q. Whether, previous to your leaving Bengal, the Security for thoſe Four Lacks, or any Account of any Sum of Money that might remain due upon that Security, was left in your Office, or any Office, that you know of?

A. From what your Lordſhips have heard in the Firſt Part of my Evidence, I was ſo very little Time in the Office, and that at ſhort Intervals, that I cannot ſay whether it ever was or not—I do not know that it was.

Q. Do you know of that Money, or any Part of it, or any Security for it, being left in any other Office?

A. I do not; further than what Mr. Haſtings told me of its having been paid in to the Subtreaſurer, Mr. Croftes.

Q. Did Mr. Haſtings tell you that the whole Money, or only a Part, was paid in to Mr Croftes?

A. What I underſtood at the Time was, that the Whole of what Mr. Haſtings had received was paid in.

Q. Did you underſtand Mr. Haſtings had received the Whole of the 4 Lacks, or Part of it?

A. I really do not know.

Q. Who was the Dewan to your Committee?

A. Gungo Govind Sing.

Q. Who appointed that Dewan?

A. The Governor General and Council.

Q. Who at that Time were the Governor General and Council?

A. Mr. Haſtings and Mr. Wheler.

Q. Was the Office of Dewan an Office of great Power and Authority?

A. It certainly was an Office of very conſiderable Power and Authority.

Q. Who was Naib Dewan?

A. Prawn Kiſhen, the Son of Gungo Govind Sing.

Q. Who was Head Canongoe?

A. There were Two Head Canongoes, Lutch Minarrain and Mehind Narrain.

Q. Who executed their Office?

A. The Office of Lutch Minarrain, as principal Naib, was Gungo Govind Sing;—the principal Naib of the other, that held an equal Authority with Gungo Govind Sing, I really forget his Name.

Q. In point of Fact, did not the Naib Canongoe do the whole Duty of Office of Head Canongoe?

A. I believe he did.

Q. Was it not Part of the Duty of the Naib Canongoe, and the Naib Dewan, to be in the Nature of a Check upon the Dewan? What was the Office of the Naib Canongoe?

A. The Naib Canongoe was an Office of very ancient Inſtitution under the Mahomedan Government, I believe eſtabliſhed by the Emperor Acbar; it was to keep the Receipts of the Aſſeſſments in all Parts of the Aſſeſſment framed by the Nabob, to the different Proportions that fell on the ſmalleſt Portions of Land;—they keep an Account of that, and alſo of all the Boundaries and Diſtricts, ſo that if any Alteration took Place, they noticed them down; and had a vaſt Variety of other Accounts: Alſo Accounts of the Collections of each Diſtrict from the Head Office or Cutcherry down to the ſmalleſt Holder of Land under them; but in ſome Diſtricts, where the Zemindars were powerful, I believe they had not been able to obtain that Account.

Q. Was this Office a Check upon the Dewan?

A. They ariſe from different Conſtitutions;—the one aroſe from the Mahomedan Government, the other from the Engliſh Government; and the ſame Perſon is appointed Dewan that was Naib Canongoe; of courſe they were no Check.

Q. Whether, when they became two Offices, the Duty of the Naib Canongoe was not to be a Check upon the Dewan?

A. Certainly.

Q. Whether it was not the Buſineſs of the Naib Dewan to check in ſome Degree the Office of Dewan?

A. No; it was his Duty to aſſiſt him—it was no further a Check than that different Officers in the ſame Office are a Check upon one another.

Q. (*by a Lord*). Does not the Word Naib mean Deputy?
A. Deputy.

Q. Whether the Dewan had not, in a great Meaſure, the Revenues paid at the Treaſury entirely at his Diſpoſal?
A. He was the principal Officer employed in enforcing the Collections, and ſeeing the Collection of the Revenues paid in; and that the Payments came in according to the Inſtalments.

Q. Whether the Dewan had it not in his Power (if he thought fit) to lay the Renters under Contribution?
A. I dare ſay that if he choſe it he might do it, but he was ſubject to be detected in it. As he had a conſiderable Truſt and a good Deal of Buſineſs to tranſact with the Collectors, certainly he might prevail upon them.

Q. Do you mean by that, that he could do it by virtue of his Office, or that by reaſon of the Influence of his Office he might do it, if he thought fit?
A. If he meant to abuſe his Authority, he might induce the Renters to pay Sums of Money; but he muſt do it at his Peril.

Q. Whether, if he had the Inclination ſo to exerciſe his Power, the Detection would not be extremely difficult?
A. If it was very general it would not be difficult; but that he might do it ſometimes, ſo as to be difficult to be diſcovered, is very probable.

Q. Whether, after all, the Committee with the beſt Intention, and with the beſt Ability and ſteadieſt Application, might not, to a certain Degree, be Tools in the Hands of the Dewan?

The Counſel for the Defendant objected to the Queſtion.

Q. Whether, from the Conſtitution of the Office, the Committee had it in their Power, in any great Degree, to check the Malpractices of their Dewan, if he was ſo inclined?
A. They had full Power to check them; but the Confidence which they muſt neceſſarily repoſe in their executive Officer, in carrying on ſo extenſive a Buſineſs, might in ſome Caſes be abuſed. I think it would require great Attention to prevent Abuſes, if the Dewan was ſo inclined.

Q. Whether it was more likely, from the Conſtitution of the Office, that he ſhould be able to miſlead them, or they to coerce him?
A. That is too nice a Calculation to balance one againſt the other.

Q. Who was Gungo Govind Sing?
A. Gungo Govind Sing, when I firſt knew him in 1769, was employed under the Nabob Mahomed Reza Cawn, as one of the Officers of the Canongoe, or rather the Repreſentative of his Brother, on taking the Settlements of Revenues occaſionally; he was afterwards, on the Removal of the Collections of Revenue from Moorſhedabad to Calcutta, thrown out of Employment in that Reſpect, and I believe there was a temporary Suſpenſion or Abolition of the Canongoe Office; he went to Calcutta till it was reſtored, and, while there, he was appointed a Deputy to Rajah Raje Bullub, who was Dewan to a Committee and Roy Royan of the Khalſa; he afterwards, about the Year 1774, was appointed Dewan of the Calcutta Committee of Revenue, and he was Dewan of the Calcutta Committee at the Time he was appointed Dewan of the General Revenue Committee.

Q. Was he removed from any of theſe Offices?
A. I have heard that he was.

Q. Were there ever any Complaints made to you of Gungo Govind Sing?
A. I do not recollect any official Complaints, or indeed any ſpecific Complaints.

Q. Whether you did not attend Mr. Haſtings in a confidential Situation when he went up to Lucknow in 1784?
A. I did.

Q. Was you at that Time much in Mr. Haſtings's Confidence?
A. I believe I was.

Q. Did Mr. Haſtings inform you at that Time, that he had taken the Sum of 100,000 *l.* from the Nabob?
A. I do not remember that he did.

Q. Did Mr. Haſtings, at that Time, inform you he had received an Offer of another 100,000 *l.* from the Nabob?
A. I think Mr. Haſtings, upon ſome Occaſion, whether at Lucknow or after we came from it I am not very ſure, mentioned that Money had been offered to him, which he had refuſed.

Q. What Converſation did Mr. Haſtings hold with you upon the Subject of Money, or Offers of Money, or Aſſignments for Money?

A. I do not recollect any Converſation whatever with reſpect to Aſſignments, or Offers of Money.

Q. Had you any Converſation at all relative to the Diſpoſition of 100,000 *l.* offered to him, and by him refuſed?

A. No: I do not remember that I had.

Q. Were you not employed in regulating the State of the Nabob's Revenue, and in ſettling the Courſe of his future Payments?

A. I was.

Q. Whether you have heard Gungo Govind Sing was removed from any of his Employments, upon Complaint of Abuſe of Office?

A. I have heard he was removed from his Office of Dewan of the Calcutta Revenue.

The Houſe adjourned to the Chamber of Parliament.

Die Martis, 11° *Maii* 1790.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor acquainted the Managers for the Commons, they might proceed with their Evidence.

The Managers for the Commons deſired Mr. Anderſon might be called in.

Accordingly DAVID ANDERSON Eſquire being again called in, was examined as follows:

Q. Whether any Security was taken from Kelleram for the Farm of Bahar?
A. I underſtood that Rajah Kelleram and Cullian Sing were jointly reſponſible; or rather, that it was in the Name of Cullian Sing.

Q. The Queſtion was, whether any Security, or formal Inſtrument by which they gave Security, was taken from them?
A. I believe there was a formal Inſtrument.

Q. Whether there was any collateral Security except the Two Farmers themſelves?
A. I do not remember there was any.

Q. Had you any Converſation with Mr. Haſtings reſpecting the Subject of their giving Security?
A. I do not remember that I had.

Q. Whether you have not underſtood there was a regulation of Government in the Year 1772, or thereabouts, for obliging all Farmers of the Revenue to come to an Agreement, that they would not give more to any Perſon, by way of Preſent or otherwiſe, than was contained in their Agreement; did you ever know of any ſuch Regulation as that propoſed?
A. I do not exactly remember it, but I think it is probable there was.

Q. Whether that Regulation was obſerved with regard to Kelleram or Cullian Sing?
A. I do not know the exact Nature of the Agreement that was made with Rajah Kelleram or Rajah Cullian Sing, therefore I do not know whether it was inſerted in it or not; it was made at a Time when I had nothing to do relative to the Revenue.

Q. Whether the Collection of that Revenue did not come within the Province of your Committee during the Firſt Year of the Leaſe to Kelleram or Cullian Sing?
A. It did: In the latter Part of the firſt Year of the Leaſe it came under the Committee.

Q. Did you ever ſee any Cabooleat executed by Kelleram Sing or Cullian Sing, or either of them?
A. I do not remember.

Q. Whether you ever enquired concerning the Obſervance or Non-obſervance of that Regulation with regard to thoſe Two Perſons?
A. I do not remember that I ever did.

Q. Whether, during the Time of your attending the Committee, you ever made any Enquiry with reſpect to the Obſervance or Non-obſervance of it by any other Perſons?
A. I do not remember I did.

Q. Whether, in the Agreement which you or the Committee made with any of the Farmers General in the Provinces, this Regulation was obſerved or not?

A. I do not remember that it either was or was not inſerted: I cannot ſay; but I imagine the Records will ſhew the Nature of moſt of the Agreements.

Q. Whether or no you are quite ſure that the Copies or Counterparts of all theſe Leaſes made by the Committee have been tranſmitted to Europe?

A. I rather think not: I never heard it was cuſtomary to ſend the Leaſes of all the inferior Zemindars, unleſs upon particular Occaſions: I rather think it was not the general Practice.

Q. It is ſtipulated, by the Eleventh Article, that the Farmers Payments to Government ſhall be aſcertained and eſtabliſhed, and no Demand made upon them beyond what is mentioned in the Rent-roll; do you remember that Regulation?

A. I do not remember it: I dare ſay there was ſuch a Regulation; but I do not remember it; I have no Reaſon to think there was not.

Q. Did you think yourſelf authorized to take from any of the Farmers more than was ſtipulated in the Rent-roll?

A. No.

(*Croſs examined.*)

Q. Whether you are acquainted with the Nature and the Extent of the Functions of the Provincial Council, as exerciſed by them prior to their Abolition in the Year 1781?

A. I was.

Q. State the Nature and Extent of thoſe Functions: How do you deſcribe them?

A. The general Object of their Appointment was to make the Settlement or Aſſeſſment of the Revenue, by Agreement with the Zemindars.

Q. How did you proceed after that?

A. It was afterwards their Duty to collect that Revenue.

Q. What other Powers were exerciſed?

A. It was their Duty to ſettle any Diſputes which might ariſe between the Zemindars and the Farmers of Government and their inferior Tenants, in different Gradations down to the Ryots or Cultivators of the Land: It was alſo their Duty to adminiſter Juſtice in Civil Cauſes throughout the Provinces, until, I believe, about the Middle of the Year 1780, when that Department was ſeparated from them; but I am not exact as to that; and, in general, they were anſwerable for the general Government and Peace of the Country.

Q. Were there any conſiderable Miſchiefs or Inconveniencies attending the Syſtem of the Provincial Council, and the Mode of collecting the Revenue by it?

A. It was thought that the Buſineſs was ſometimes retarded by the Diſputes which prevailed in the Provincial Councils, and it was thought that the Revenue had rather decreaſed under that Syſtem.

Q. Were thoſe Miſchiefs, or any other, obviated by the new Regulations in 1781, by the Subſtitution of the General Committee?

A. I do not remember, while I was in the Committee of Revenue, of any Diſputes happening to retard the Buſineſs, and I underſtood the Revenue was encreaſed at that Time, and, during the Time I was there, we encreaſed the Aſſeſſment paid by the Zemindars and Farmers to the Government; but I did not remain to the End of the Year.

Q. Whether the Provincial Councils, while they ſubſiſted, did not employ native Dewans in the Collection of the Revenue?

A. They did.

Q. Whether the Buſineſs of collecting the Revenue could be conveniently tranſacted without employing ſuch Perſons?

A. I do not think it could, without employing certain Natives to aſſiſt in the ſame Functions as were exerciſed by the Dewan.

Q. Why do you think ſo? Give your Reaſons.

A. I am afraid it will lead me to a long Diſcuſſion; becauſe, perhaps, one Provincial Council may have to ſettle the Rents or Revenue of upwards of a thouſand different Perſons; all their Agreements muſt be in a Foreign Language, either in Perſian or Bengal, not in Engliſh: Their Revenues were paid Monthly, or ſometimes twice in the Courſe of a Month; the Accounts were kept in another Language, in Bengal. It was impoſſible for any Engliſh Gentleman, or the Aſſiſtants he could have at that Time, to have gone through the Whole of the Detail himſelf; it was impoſſible he could have done it, as the Agreements were in another Language; it was neceſſary therefore to have a Native Officer to ſuperintend and direct the vaſt Number of inferior Native Officers that muſt be neceſſarily employed in that Buſineſs.

Q. Do you know of any other Reaſon: had they better Means of Information?
A. They certainly would have better Information.

Q. Whether the Collectors that are now ſubſtituted in the Provinces in the Room of the Provincial Councils do not employ Native Dewans?
A. I can only ſay, as it is upwards of Five Years ſince I left Bengal, that I have heard ſo; but I can only ſpeak from Hearſay.

Q. Do you know by whom they are nominated or appointed?
A. No.

Q. Whether you know, all Circumſtances conſidered, any Perſon more fit for the Office to which Gunga Govind Sing was appointed than Gunga Govind Sing?
A. I do not remember any Perſon at preſent that I ſhould have thought more fit than Gunga Govind Sing.

Q. He has been deſcribed as a Native of infamous Character, generally diſtruſted, hated, and feared: Was that his Character? Do you know the Character of Gunga Govind Sing?
A. I do not think he had generally a bad Character; on the contrary, I think he generally had a good Character; but at the ſame Time there might be Perſons found in Bengal who would give him a bad Character; there were Perſons who had taken oppoſite Sides of a Party, which will have an Effect upon the Minds of People, and Perſons who had ſuffered by his Appointment who were his Competitors.

Q. Did you know Ramchunda Sain?
A. I don't know him: I have heard a very indifferent Character of him.

Q. In the Execution of the Office of Dewan, did Gunga Govind Sing employ, or have the Aſſiſtance of a Perſon of the Name of Prawn Kiſhen?
A. Yes; he was his Son.

Q. Was Prawn Kiſhen fit to be employed in the executive Department of that Office?
A. I had a very high Opinion of Prawn Kiſhen.

Q. Did the Conduct of Prawn Kiſhen in that Office juſtify the Opinion you had of him?
A. He acted but a very ſhort Time under me in that Office, my Experience was before he was appointed to that Office; about Three Months after he was appointed he went up to Dacca with Mr. Shore, and about his Return, or ſoon afterwards, I accompanied Mr. Haſtings to the Northern Provinces; but I have always heard his Conduct favourably ſpoken of by thoſe with whom I have converſed.

Q. You have ſtated upon your Examination in chief, that Gunga Govind Sing was one Naib Canongoe,—Who was the other?
A. For a long Time, for a great Part of the Time I was employed in the Revenue Buſineſs, it was Sere Narrain Muſtofee, I do not recollect any other but him; Gunga Govind Sing was the Naib of One of the Canongoes, and Sere Narrain Muſtofee the other.

Q. Was he the particular Friend of Gunga Govind Sing, or immediately under his Influence or not?
A. I believe he was not; I think he was rather, in ſome Degree, a Rival of his, and in ſome Degree jealous of his Superiority.

Q. Do you recollect at what Time the Quadruple Alliance was formed between the Nizam, the Berar Rajah, the Poonah Government, and Hyder Ally? Do you know any Thing of ſuch a Quadruple Alliance?
A. I have heard there was; I underſtood there was.

Q. Did you ſo underſtand it at the Courts of the ſeveral Powers I have ſtated to be confederated in that Alliance?—Was you at thoſe Courts?
A. I was at the Court of Madajee Scindia, who was one of the principal Chiefs under the Peſhwa of the Mahratta Government, and at his Court I did ſo underſtand it.

Q. Did you ſo underſtand it at the Time you went upon your Embaſſy to the Berar Rajah? Was you employed at the Court of the Berar Rajah?
A. I was employed not directly at the Court of the Berar Rajah, but with the General of the Army:—I was ſent only upon an occaſional Embaſſy.

Q. Did you know of that Alliance then?—At what Time was the Force under Chimnagee Booſla diſpatched to the Frontiers of the Bengal Province?
A. I underſtand in the Year 1779; I believe in the Month of Auguſt 1779.

Q. At the Time that Force was ſo ſent, what was the Size of it under Chimnagee Booſla?
A. It was ſaid to conſiſt of 30,000 Horſe.

Q. Did you underſtand at the Time you was in the Camp with Chimnagee Booſla, that that Force was ſent in conſequence of the Alliance of thoſe Four Powers?
A. I underſtood ſo, that it was.

Q. Having aſcertained that the Alliance ſubſiſted at a Period prior to Auguſt 1779:—Whether, from that Period downward, there was not a peculiar Exigency in the Affairs of the Company for Money?

A. I am not ſure the Preſſure upon the Company's Affairs began ſo early as Auguſt 1779, but there was a very great Preſſure in their Affairs in the Beginning of the Year 1781.

Q. Do you know the Period when the Company began to make Payments in Paper?

A. I do not.

Q. Do you know whether that Army under Chimnagee Booſla, amounting to 30,000 Horſe, upon the Frontiers of the Company, was or was not, towards the End of the Year 1780, in conſiderable Diſtreſs for Want of Money or Proviſions?

A. I underſtood, from the Rajah Chimnagee the Commander, that it was.

Q. Do you know whether a Treaty was not opened between Mr. Haſtings and Chimnagee Booſla, the Miniſter of the Berar Rajah, for ſuſpending the Irruption of that Force into Bengal, and for other Purpoſes; and whether, in conſequence of that, the Firſt Sum of Three Lacks was not ſent to Chimnagee Booſla—Do you know of any Treaty between Mr. Haſtings and Chimnagee Booſla upon the Subject of that Force?

A. Yes.

Q. There was a Treaty for the Purpoſes I have ſtated?

The Managers for the Commons objected to the Queſtion.

Q. (*By a Lord.*) Was there any Negociation between Chimnagee Booſla and Mr. Haſtings for a Treaty?

A. If I underſtand right, it alludes to a Propoſal which I have underſtood was ſent from the Governor General and Council, in the Month of October, to Moodajee Booſla.

Q. (*By the Managers.*) Did you carry that Propoſal?

A. No; I did not.

Q. (*By a Lord.*) What Knowledge have you of it?

A. I was afterwards employed a good deal in Negociation between Chimnagee Booſla and Beneram Pundit, at the Time he came down to Calcutta, when they did actually ſettle a Treaty with our Government; it was from the Converſation I had then with Mr. Haſtings on the one Side, and Beneram Pundit on the other, I heard a great deal of the former Negociation, which never was carried into Effect.

Q. Who was Beneram Pundit?

A. He was Soubah of Cuttach on the Part of the Mahratta Government; when the Mahratta General was not pleaſed with the Terms I carried to him, and would not come to a Concluſion, it was the laſt Expedient to ſend Beneram Pundit along with me to Calcutta; and upon his arriving at Calcutta, he did enter into one, and a Treaty was afterwards ſettled, which is now upon your Lordſhips Table.

Q. Whether you do not know the Sum of Three Lacks was ſent by Mr. Haſtings to Chimnagee Booſla, in order to relieve the Diſtreſs of the Army under his Command, prior to the Time when you went upon your Embaſſy?

The Managers for the Commons objected to the Queſtion.

Q. Did you learn, in the Courſe of any Correſpondence you had with Chimnagee Booſla, the Matter of thoſe Lacks being ſo ſent?

A. Yes: I have ſaid that Beneram Pundit was ſent, on Behalf of Chimnagee Booſla, to ſettle Matters with the Governor General and Council at Calcutta. One great Object of that, was a Sum of Money to be paid to Chimnagee Booſla for the Relief of his Army. I was employed, not officially, but in Meſſages backwards and forwards to Beneram Pundit. The Sum ultimately ſettled was Sixteen Lacks, to be paid to Chimnagee Booſla for the Relief of the Berar Army; and, in Part of the Sixteen Lacks, it was admitted that Three Lacks had been ſent to the Berar Army at a previous Period.

Q. Did you alſo underſtand that from Chimnagee himſelf:—State what paſſed?

A. I do not remember that I had it from Chimnagee Booſla; I had very little Converſation upon Points of Buſineſs with Chimnagee, for he was very young, and left his Buſineſs to the Berar Miniſter; but, with reſpect to the Diſtreſſes, he himſelf took a Part, and, in the ſtrongeſt Terms, entreated me to repreſent his diſtreſſed Situation to the Governor General and Council.

Q. What Effects were produced upon the Intereſts of the Company by ſending this Supply of Three Lacks, and afterwards giving the further Supply of Thirteen Lacks?

A. It is difficult to ſay poſitively the Effects, but it is very certain that Chimnagee Booſla did not afterwards take any active Part againſt us, and I underſtood, on the contrary, that he ſent a ſmall Body of 2000 Horſe to join our Commander, and to aſſiſt Sir Eyre Coote; but they were not employed I believe.

Q. Whether, in conſequence of this Supply of Caſh, the March of Colonel Pearce to Madras was not allowed by the Rajah of Berar to paſs through the Heart of his Country?

A. The March of Colonel Pearce was admitted through the Heart of the Province of Oriſſa, which was under the Berar Government.

Q. Did you underſtand that to be in conſequence of the Money that was remitted?

A. It might have been in conſequence of the Firſt Sum of Three Lacks, but not of the Thirteen, becauſe it was prior to the laſt Payment.

Q. Whether the Army of the Berar Rajah did not occupy the only Road through which the Army could have paſſed?

A. I underſtand ſo.

Q. Do you not know the Road I am ſpeaking of; and whether that is not the proper and only Paſs for a Military Force?

A. I myſelf went to Cuttach.

Q. What Knowledge have you of the Berar Rajah's Forces having occupied the Poſt?

A. I underſtand they occupied that Part of the Country about Cuttach.

Q. You heard ſo?

A. Yes.

Q. From whom?

A. From the People of that Country.

Q. Whether, ſubſequent to the Time of theſe Three Lacks being ſent, you know of any Hoſtilities being committed in the Province of Bengal?

A. There were ſcarcely any Hoſtilities to be aſcribed to the Commander of the Marattah Army, but there were Inſtances of ſome plundering Parties, who made ſome Diſturbances there for Two, or perhaps Three Days at furtheſt.

Q. What Notice was taken of theſe ſlight Depredations by Chimnagee Booſla the Commander of the Army, and at what Period do you ſpeak of theſe Depredations having happened?

A. I believe I can fix the Date very nearly, becauſe it was about the Time that I arrived at Berepole upon my ſecond Embaſſy: I was detained there in conſequence of it; and I was obliged to change my Rout; it muſt have been about the 4th or 5th of March 1781.

Q. Whether Chimnagee Booſla puniſhed them, or whether any Notice was taken of it by Chimnagee Booſla?

A. Yes; I myſelf repreſented them, and he promiſed they ſhould be very ſeverely puniſhed.

Q. Whether the Road from Bengal to Cuttach was not a Cauſeway through an extenſive Marſh?

A. Excepting in the rainy Seaſon, I don't think it was to be conſidered as a Marſh.

Q. Was it a formed Road?

A. One Road was always conſidered as a High Road, and I believe it would have been very difficult for our Army to have marched by any other Way.

Q. Whether the Expedition that was planned and executed againſt the Dominions of Madajee Scindia had any Effect upon the Confederacy? Do you know of any Expedition?

A. I believe there was.

Q. Had it any Effect in detaching him from his former Alliance?

A. From what I could obſerve afterwards, and reaſoning upon the Subject, I ſhould imagine it had a conſiderable Effect; I mean, reaſoning from what I obſerved at the Time.

Q. Was you Miniſter at the Court of Madajee Scindia after this?

A. I was.

Q. What was the Situation of the Company's Affairs, and their pecuniary Reſources in 1780 and 1781?

A. I have underſtood that at the latter End of 1780 they were in very conſiderable Diſtreſs, and that there was a Difficulty of ſupplying the Expences of the various Armaments at that Time on Foot.

Q. Do you know how many Armaments were at that Time maintained in the different Parts of Hindoſtan?

A. I can only ſpeak of thoſe Armaments that were ſet on Foot from Bengal.

Q. Name thoſe ſent from Bengal itſelf?

A. In the firſt Place, the Troops with Sir Eyre Coote; the Detachments under Colonel Pearce, which marched about January 1781; there was alſo about this Time the Army under Colonel Camack in the Expedition to Malva.

Q. Do you know what Force was ſent under the Command of General Godard?
A. I beg Pardon, I omitted the Army under General Godard, maintained entirely by Money from Bengal, which was then acting upon the oppoſite Side of India.

Q. Having enumerated thoſe Armies, do you know whether thoſe Armies were well paid, or in conſiderable Arrears?
A. I underſtood they were in Arrear, but I cannot ſay poſitively.

Q. You were not with any of them yourſelf?
A. No; I juſt ſtopped with Colonel Pearce's Army.

Q. Whether, after the Irruption of Hyder Alley into the Carnatic, there did not exiſt in the Affairs of the Company, a Situation of great Exigency, Danger, and Diſtreſs?
A. I thought ſo, and almoſt every one thought ſo.

Q. In what Eſtimation was the Character and Conduct of Mr. Haſtings held by the Natives of Bengal?
A. I believe I may ſafely anſwer that Queſtion, that except by a very few Men indeed, the Adherents of former Parties who had been diſappointed in their Expectations, I believe his Character was held in very high Eſtimation.

Q. Upon the Subject of Humanity and Diſintereſtedneſs, was he eſteemed a humane and diſintereſted Man?
A. I think he certainly was eſteemed in that Way.

Q. Do you ſpeak of the Eſtimation Mr. Haſtings was held in, not only by the immediate Subjects of his own Government, but with the Princes and Powers in India with whom he had Occaſion to negociate?
A. I never heard him ſpoken of but in the higheſt Terms in the Courts where I reſided.

Q. (*by Managers*). Are you a military Man?
A. No.

Q. Nor ever were?
A. Never. I do not reckon the Militia Military; I was in the Militia for two Years.

Q. Do you know any Thing at all about the marching of an Army, or any Thing relative to Military Affairs?
A. I marched for Two Years with the Marrahta Army; but I know very little of the March of an European Army.

Q. Are you not the particular Friend of Mr. Haſtings?
A. I have long conſidered myſelf as ſuch.

Q. You ſaid it was the Duty of the Provincial Council to ſettle the Diſputes between the Renters and Ryots: Whoſe Duty was it to ſettle Diſputes between the Renters and the Ryots after the Abolition of the Provincial Council?
A. The general Committee of Revenue eſtabliſhed at Calcutta.

Q. And the General Committee only? Were any other Perſons charged with that Duty but the General Committee of Calcutta?
A. I do not recollect any other Perſons.

Q. You have ſaid the Provincial Council were anſwerable for the good Government of the Country under their Charge: Subſequent to the Appointment of the Committee of Revenue, who was anſwerable for the good Government of the different Provinces?
A. I now underſtand the Queſtion in a different Light; it was the Duty of the Council of the Committee of Revenue at Calcutta to ſettle all Diſputes of Revenue between Farmers and Ryots in ſuch Diſtricts as paid immediately to them; but there were other Diſtricts which ſtill remained ſubject, not to the Provincial Councils, but to Engliſh Gentlemen ſtationed under different Names, ſome under the Name of Collectors, others under the Name of Provincial Chiefs, being the Provincial Chiefs of thoſe Provincial Councils which were aboliſhed, and which Chiefs were allowed to remain.

Q. Whether the remaining of thoſe Provincial Chiefs was not a Meaſure merely temporary?
A. It was intended to be temporary, but I believe they were continued.

Q. Who was anſwerable for the good Government of the Country after the Abolition of the Provincial Council in thoſe Diſtricts where the Provincial Council had been anſwerable?
A. In thoſe Diſtricts where there were Chiefs and Collectors, the Chiefs and Collectors became anſwerable.

Q. But in thoſe Diſtricts where there were no Europeans, who was anſwerable?
A. After the Abolition of the Provincial Councils, if there were any Diſtricts where there were no Chiefs nor Collectors, the Committee of Revenue was anſwerable.

Q. How much of the Diſtricts of Bengal were immediately under the Power of the Committee of Revenue?
A. I cannot immediately recollect; it ſtands upon Record.

Q. Was it a very large Proportion?
A. It was a very large Proportion; but in ſome there ſtill remained Chiefs in the Diſtrict; for inſtance, Patna:—I believe Cullian Sing and Kelleram, the Two Farmers General, engaged to pay their Rents to the Committee at Calcutta; but there ſtill remained a Chief there, Mr. Maxwell.

Q. Whether thoſe Chiefs, ſtated to be there for a temporary Purpoſe, had equal Power and equal Means to ſettle the Diſputes between the Renters or Ryots, or of providing for the good Government of the Country, as the Provincial Council;—were they armed with an equal Authority?
A. I do not think any Part of the Authority was taken from them.

Q. Do you think their Situation made them equally capable?
A. In ſome Reſpects they had more Power, in others they had leſs;—it is difficult to ſtate all Matters of Fact that might be ſtated; but in ſome they had more Power, becauſe a ſingle Chief, I hold, has more Authority than a Chief whoſe Power is parcelled out with Five other Gentlemen; he can act with more Firmneſs, acting from a ſingle Mind than from Five:—And I will ſtate in what Reſpect he might have leſs Power; if he was not the Perſon to receive the Revenue, nor anſwerable for the realizing the Revenue, he might ſometimes find it difficult to interfere in ſettling the Diſputes, which always gave riſe to ſome little Stoppage of the Revenue.

Q. Who did all the Buſineſs of the Native Dewans, after the Abolition of the Provincial Councils?
A. It was variouſly done: The Buſineſs of the Settlement was done differently—in ſome Places there were Engliſh Gentlemen deputed, and they had Native Dewans to aſſiſt them:—In ſome of the greater Diſtricts the Settlement was made immediately by the Committee of Revenue, or, if it required much Detail, by the Preſident of the Committee, and afterwards reported and approved of by the Board; and, as to the inferior Zemindars, it was impoſſible for the Committee to ſettle all of them: They were ſettled by their Dewan, who was Gunga Govind Sing, and where there were Collectors, the Collectors and their Dewan ſettled them; where they were Huzzoory, it was the Dewan of the Committee acting under the Preſident.

Q. In thoſe Diſtricts called Huzzoory, which are Two Thirds of Bengal, who ſettled, received, and decided the little Diſputes that aroſe, and which were formerly under the Management of the Native Dewans after the Abolition of the Provincial Council?
A. It was chiefly the Dewan, ſtill under the Preſident, and in the Provincial Council under the Chief.

Q. Did you apply yourſelf to the Diſtricts called Huzzoory as well as the reſt?
A. In the Committee we did.

Q. You ſay, thoſe Native Dewans had often to ſettle with a thouſand Perſons: How many had the Dewan to ſettle within thoſe Diſtricts which were called Huzzoory?
A. He would not have the ſame Proportion as if there were Six different Provincial Councils incorporated in the Committee, becauſe there was ſtill a great Part of the Country which remained under the Collectors; but he would have a very large Number, he would have ſome thouſands.

Q. My Queſtion goes to thoſe Diſtricts immediately under the Committee?
A. I have before ſaid, about a Thouſand under the Provincial Council: I took that Number of a Thouſand as a large Number; and under the Committee I ſaid he would have ſome Thouſands.

Q. Whether this Character of Gunga Govind Sing be a true one, or not; "that at the Time he was propoſed to be employed in the Company's Service he had many Enemies, and not one Advocate among the Natives"?
A. I do not think it is.

Q. Whether you have heard Gunga Govind Sing loaded with many general Reproaches, but never heard a Perſon expreſs a Doubt of his Abilities; is that true?
A. No; I do not think it is.

Q. Whether the Nizam took any hoſtile Step whatever againſt the Engliſh Government?
A. I underſtand not further than entering into the general Treaty which was intended to enforce Hoſtilities againſt them.

Q. Whether you ever ſaw that Treaty?
A. No; I never did.

Q. Can you take upon yourſelf to ſay, that any Step was ever taken in conſequence of ſuch a Treaty, if ſuch a Treaty exiſted?

A. I can only ſpeak of what I underſtood in all the Converſations I had with different People, and I do not remember it ever to be contradicted. I underſtood Hyder Ally invaded the Carnatic in conſequence of that Treaty; and Moodajee Booſla advanced to Bengal with an Intent, in conſequence of the Treaty, to invade it; but whether it was, or not ſo, I cannot ſay.

Q. Whether the Army under Chimnajee Booſla ever made any hoſtile Attack upon the Province of Bengal?

A. Under the Order of it's General none: I mentioned accidental Diſturbances, which aroſe from ſome Plunderers invading our Confines, but they made no hoſtile Attack otherwiſe upon Bengal.

Q. Whether in the Month of Auguſt 1779 the India Company were in any Difficulty for Money?

A. I do not know that our Diſtreſſes began ſo early;—I rather think they did not in the Month of Auguſt 1779.

Q. Can you explain how a Sum of Money, which lay in the Hands of Gunga Govind from Auguſt 1779 till October 1780, could tend at all to relieve the Diſtreſſes of the Eaſt India Company's Affairs?

A. I do not ſee how it could while it lay in Gunga Govind Sing's Hands.

Q. Whether a Sum of a Lack and an Half, which laid in Gunga Govind Sing's Hands, from November 1780 to the preſent Day, might not have been employed beneficially to the Company's Affairs?

The Counſel for the Defendant objected to the Queſtion.

Q. (*by a Lord*). Do you know if there was any ſuch Sum of Money in Gunga Govind Sing's Hands?

A. I do not know.

Q. If it were, it might have been better employed?

A. I do not know; if we had a large Balance in the Treaſury, it might be employed any other Way as well: But I believe that was not the Caſe; we wanted Money.

Q. (*By Managers.*) Whether, during the Whole of the Year 1780, there was any ſuch Diſtreſs in the Company's Affairs, as to put them to Difficulty in raiſing Three Lacks of Rupees?

A. I do not believe there was; I believe there was a larger Sum raiſed.

Q. Whether, after the Year 1781, the Company did not borrow ſeveral Millions?

A. They borrowed very large Sums; I cannot ſay what.

Q. Whether you heard, about that Time, of Mr. Haſtings receiving any other Sums of Money privately?

A. What Time?

Q. (*by a Lord.*) The laſt Time ſpoken of was during the Courſe of the Year 1780?

A. I really do not remember. I mentioned, that in 1780, about the End of the Year 1780, I heard of a Sum from Kelleram and Cullian Sing; and I then endeavoured to trace, in my Mind, if I ever heard of any other; but I could not trace in my Mind any ſuch Thing.

Q. Whether, at any Time from 1780 to 1784, you heard of any Money privately taken by Mr. Haſtings?

A. I am at a Loſs to recollect whether I did or not; but if I did hear of any, it muſt have been in the Year 1784, the latter Period of it, when ſome Correſpondence had taken Place between Mr. Haſtings and the Court of Directors; but I did not hear of it from any other Means, if I heard of it at all.

Q. Whether in Bengal, before you left it, in 1784 or 1785, you did, or did not, hear of any Sum of Money received privately by Mr. Haſtings, beſides that from Cullian and Kelleram Sing?

A. I certainly do not recollect at preſent any other Sum: I have no Recollection of it; all I can poſſibly recollect is from thoſe Letters Mr. Haſtings wrote; but whether I heard of them before I came to England, I cannot tell: I have endeavoured to trace it, and the Queſtion has been put to me elſewhere.

Q. Whether you did, or did not, hear of any other Sums of Money paid privately to Mr. Haſtings while you was in India?

A. I have ſaid, I cannot ſay that I remember it; and I am ſure I cannot ſay ſo: I do not remember it indeed, whether I ever heard of any or not: It was my Wiſh to have traced the Recollection of it, if I could have done it by any Means, in my own Mind.

Q. His Memory has failed him from the Time he was examined before our Houſe: I wiſh him to conſider the Effect of it?

A. I ſhould hope, in Juſtice to me, your Lordſhips will requeſt the Honourable Manager to point out what I ſaid at that Time; and if it recals to my Recollection any Thing I have now forgot I will certainly acknowlege it to your Lordſhips; but I do not recollect it; and I ſhould think myſelf highly to blame if I was intimidated to ſay any Thing which in my Conſcience I do not recollect.

The Managers for the Commons deſired the Examination upon that Subject might be read to the Witneſs.

The Witneſs was informed, that if he deſired it, any Thing might be ſtated to him from it; but it could not be read in Evidence.

(*Witneſs.*) A. When I wiſhed that my Evidence ſhould be read, it was for your Lordſhips Uſe; I do not think any Thing that could be read would make me alter what I have ſaid. I believe there will be found ſomething like this in it, 'that I have a faint Recollection,' or, 'I cannot ſay but I have ſome faint Recollection of having heard of it;' though I might ſay ſuch Things then, I muſt now ſay, from what I can trace of every Thing in my Mind to be the Truth, my Memory has often been confuſed from reading Papers, and I have been at a Loſs to know what I have heard; but I now ſtate, I do not think it any Reflection on myſelf, if they ſhould find I ſaid, 'I had ſome faint Recollection,' or, 'I am not ſure whether I might or not.'

Q. Do you know where that Sum of Three Lacks, that was paid to Chimnagee Booſla's Army, came from?

A. I do not; at leaſt I did not know it at the Time.

Q. Whether you recommended to Mr. Haſtings the Plan for the Abolition of the Provincial Councils, and for making a Committee of Revenue?

A. No; I think it was formed while I was in the Mahratta Country.

Q. Whether you have not been yourſelf a Member of the Provincial Council?

A. I was.

Q. Of how many?

A. I was in the Provincial Council of Moorſhedabad, and in the Provincial Council of Patna; and I was afterwards in the Provincial Council of Calcutta.

Q. Whether, while you were a Member of thoſe Councils, you did at any Time inform Mr. Haſtings, that, from Diviſions amongſt themſelves, or otherwiſe, they were incompetent to their Duty?

A. I do not recollect I did; though I have had many Converſations with Mr. Haſtings, in the Courſe of which my Opinion might come out.

Q. Whether you communicated to any other Member of the Supreme Council this Opinion of the Incompetency of the Provincial Council?

A. I do not recollect mentioning that Opinion to any of the Supreme Council, unleſs from Inference. I recollect a Plan drawn out by a Member of the Supreme Council, Mr. Francis, and ſent to me for my Sentiments upon it; I remember generally approving highly of the Whole, or the greateſt Part of that Plan; and in the Courſe of that Plan there certainly were ſome Expreſſions diſapproving of the Principles upon which the Provincial Councils were conſtituted; but I do not recollect whether I communicated to him that my Sentiments concurred in that Part.

Q. Did you ever mention it to any of your Co-members of the Provincial Council?

A. I do not know that I did; but I might have mentioned it.

Q. Whether you have heard who the Author of that Plan for aboliſhing the Provincial Committee of Revenue was?

A. I have underſtood Mr. Haſtings was the Author of it: I had Converſations with him upon the Subject before it was formed.

Q. Do you, or do you not, think that ſome other Perſon formed that Plan, and that Mr. Haſtings employed ſomebody to tranſlate it for him?

A. I do not know of it.

Q. Did you ever hear of it?

A. I do not know I ever heard it; I think not: I may ſay I never heard it.

Q. Whether you know of any Diſtrict where an Engliſh Collector was left?

A. Yes; there were ſeveral Diſtricts where Engliſh Collectors were left.

Q. Whether the Farmers General could practiſe in ſuch Countries great Oppreſſions without the Knowledge of ſuch Engliſh Collectors?

A. I do not think they could.

Q. Whether the Provincial Councils were not aboliſhed at a Time of conſiderable Diſtreſs of the Company's Affairs?
A. They were.

Q. Did the State of Warfare and Confederacies you have deſcribed exiſt at that Time?
A. I underſtood it did.

Q. Whether you have not heard of it?

The Counſel for the Defendant objected to the Queſtion.

Q. Whether you do not know that Penſions were granted to the Members of the Provincial Council ſo diſmiſſed?
A. If I remember right, it was a Regulation of the Government at the Time of the Alteration.

Q. If Diſputes aroſe between the Farmer and Ryot in the Huzzoor Diſtricts, what Means the Committee had of controuling the Conduct of the Dewan, provided he ſhould judge unfairly in ſuch Conteſts?
A. I do not exactly remember that it was the Duty of the Dewan to decide in ſettling their Diſputes; but if he ever did interfere in a Thing of that Kind, upon a Complaint to the Chief, or the Preſident of the Committee, or to the whole Body of the Committee, they certainly might have granted Redreſs.

Q. Do you really think that in ſuch extenſive Provinces, in Diſputes between ſuch Numbers of People, it was in the Power of the Committee at Calcutta to controul the Dewan?
A. I think it would be difficult for the Committee to interpoſe a ſufficient Controul to guard againſt all the Abuſes of the Dewan.

Q. If it was known that the Dewan had a Correſpondence with the Governor General, in the Management of Money privately taken without the Concurrence of the Committee, would not that render ſuch Controul more difficult?
A. I think it would: In the Inſtance of myſelf perhaps it would not; becauſe it was pretty generally known that I enjoyed a Share of the Governor General's Favour ſufficient to enable me to act with Competence in every Reſpect.

Q. Whether you was in the Secret of Mr. Haſtings's private Tranſactions with Gunga Govind Sing relative to Money?

The Counſel for the Defendant objected to the Queſtion.

Q. (*by a Lord.*) Do you know of any private Tranſactions between Mr. Haſtings and Gunga Govind Sing?
A. I do not.

Q. (*by Managers.*) Do you not know of Mr. Haſtings Proceedings privately with Kelleram?
A. When I ſaid I did not know, I muſt obſerve that I do not recollect any:—When I was aſked about it before, I could not recollect any Thing about Gunga Govind Sing being concerned in any of theſe Tranſactions; but, upon referring to ſome of my Papers, I rather think he was concerned, but I knew nothing of it at the Time; but from ſome Letters from my private Friends, I find ſomething alluding to Gunga Govind Sing being concerned.

Q. Whether, from the Manners of the Natives which you know, the Circumſtance of Gunga Govind Sing having a Connection more or leſs intimate with the Governor General, would not intimidate the People from making Complaints?
A. I rather think it would.

Q. What Salary or Appointments had Gunga Govind Sing for the Execution of his Office?
A. I do not remember: It is upon the Records.

Q. Whether, if any Perſon was to complain to the Committee of more Money being exacted from him than he was obliged to pay; whether his knowing that Mr. Haſtings received privately Money from Gunga Govind Sing, would not be a Means of preventing him from making that ſpecific Complaint?

The Counſel for the Defendant objected to the Queſtion.

Q. (*by Counſel*) If any Cauſe of Complaint had exiſted againſt Gunga Govind Sing amongſt the Natives, do you know of any Thing that would have prevented them from making that Complaint?
A. I do not know of any Thing that prevented them. I was aſked whether it was not likely to have ſuch Effect, and I admitted it might; but I do not know the Fact.

Q. Whether you are now of Opinion that the Abolition of the Provincial Councils, when it took Place, was a beneficial Meaſure?
A. I think it was.

Q. At the Time you communicated to Mr. Haſtings the Rumour you had heard, reſpecting a Preſent ſtated to have been received by Mr. Haſtings from Kelleram; I deſire to know the Whole Mr. Haſtings ſaid to you upon that Occaſion?

A. I have already ſtated that I could not ſay the exact Words; but the Impreſſion remained upon my Mind, that he deſired me to give myſelf no Uneaſineſs upon it, for the Money had been paid in to Mr. Croftes, the Sub Treaſurer's Hands; and he obſerved upon the Meaſure, that he thought it right to take the Money in that Way at the Time the Company was in ſo great Diſtreſs, and it might not have been procured in any other Way.

Q. Have there been leſs Complaints of Oppreſſion in the Provinces ſince the Abolition of the Provincial Councils than before?

A. It is difficult to ſay whether leſs or more; I have heard of very great Oppreſſions in ſome particular Provinces; but I can only ſpeak from Hearſay.

Q. As a Member of the Provincial Committee of Revenue, whether, from your Knowledge of the Affairs at that Board, there have been more Complaints made?

The Counſel for the Defendant objected to the Queſtion.

The Witneſs was directed to withdraw.

Then PETER MOORE Eſquire, was called in, and being ſworn, was examined as follows:

Q. In what Situation was you in Bengal?

A. I was employed in the Revenue Department.

Q. In what Situation?

A. I was firſt employed as a Member of the Committee of Revenue at Calcutta, and afterwards as Member of the Council at Moorſhedabad; and, laſtly, Collector of ſeveral Diſtricts at Edrackpore, Dinagepore, and Rungpore.

Q. At what Time in theſe laſt Diſtricts?

A. In the Year 1784.

Q. Did you know Gunga Govind Sing?

A. Yes.

Q. In what Situation was he?

A. Gunga Govind Sing I firſt knew employed in the Khalſa for a ſhort Period; afterwards he was appointed Naib Dewan to the Calcutta Committee.

Q. Was you a Member of the Provincial Council at Calcutta when he was Naib to the Dewan?

A. I was.

Q. What Character had he when he was in that Situation?

A. A very bad one.

Q. Had you Occaſion to know, from your Situation, what his general Character was?

A. I certainly had.

Q. What Character had he when he was appointed Dewan to the new Committee?

A. A very bad one.

Q. In what Reſpect?

A. He was conſidered as a general Oppreſſor of every Native he had to deal with.

Q. Was that the general Character given him by Europeans, or by the Natives?

A. He was conſidered as ſuch by all Ranks of People; by Europeans he was deteſted, and by the Natives he was dreaded.

Q. Whether his Conduct, during the Time you was his Superior in the Calcutta Committee, was ſuch as met with the Approbation of that Committee?

A. It was not.

Q. In what Reſpect?

A. He was appointed to be an obedient and uſeful Servant to us; and his Conduct was in every Thing the Reverſe, as the Proceedings of the Committee will at large ſhew.

Q. Do you know the Situation into which he was put as Dewan of the New Committee?

A. I do.

Q. From your Knowledge of that Situation, had he it in his Power to be generally oppreſſive, or not?

A. He certainly had.

Q. Had he it in his Power to be corrupt, without that Corruption being eaſily detected?
A. I do not conceive he had.

Q. Do you know, or have you heard any Thing with reſpect to any Sum of Money received by Mr. Haſtings?

The Counſel for the Defendant objected to the Queſtion.

Q. Whether you heard of any Reports or Rumours of any Sum of Money paid to Mr. Haſtings prior to 1782?
A. I did.

Q. What were thoſe Rumours?

The Counſel for the Defendant objected to the Queſtion.

Q. What were the Rumours you heard of Sums of Money received before 1782?
A. When the Provincial Council was aboliſhed I was at Rungpore; I did not return to Calcutta till October 1781, and very ſhortly after I called on Mr. Wheler——

Q. What Sums of Money did you hear, or Rumours of Sums of Money, received before 1782?
A. Of Four Lacks of Rupees received from Kelleram in October 1781.

Q. Were they, or were they not, general Rumours?——Do you know what a general Rumour means?
A. Yes.

Q. Were thoſe ſo?
A. They were.

Q. Were they Rumours, that from the Situation in which you heard them, were likely to come to the Ears of Mr. Haſtings?
A. I ſhould ſuppoſe ſo.

Q. Why do you ſuppoſe ſo?
A. Becauſe it was the Subject of much Converſation both at publick and private Tables; among the Europeans in particular.

Q. Whether it was not ſuch a Rumour as he was likely to have official Knowledge of?—What was the Rumour?

Then the following Queſtion, and the Anſwer of the Witneſs, were read, viz.

'Q. What Sums of Money did you hear, or Rumours of Sums of Money, received before '1782?
'A. Of Four Lacks of Rupees, received from Kelleram in October 1781.'

Then the Witneſs was aſked,

Q. (*by Managers.*) Under what Circumſtances did you hear that Rumour?

The Counſel for the Defendant objected to the Queſtion.

Q. (*by a Lord*). Is your general Rumour more extenſive than you have deſcribed or not?—What is it you ſay, was it a general Rumour about receiving Sums of Money?
A. The general Rumour was, that Kelleram had given Four Lacks of Rupees for the Farm of Bahar?

Q. As far as that it was general?
A. Yes.

Q. Did you hear of any general Rumour of any other Circumſtance reſpecting that Tranſaction?

The Counſel for the Defendant objected to the Queſtion.

A. The general Rumour, the general Converſation, the general Hiſtory, the general Story, I really do not know how to expreſs myſelf; but the Rumour was, that 4 Lacks of Rupees had been taken for the Farm of Bahar.

Q. That was the Extent of what you deſcribe as the general Rumour among the People, abſtractedly of particular Converſation?
A. Abſtractedly of particular Converſation.

Q. Did you ever hear any other general Rumour reſpecting any other Sums of Money received?
A. I have ſince 1782, but not before.

Q. Did you ever hear any Rumour in reſpect to a Sum of Money taken from one Nobkiſſen, prior to the Year 1784?

A. I have heard of a Payment made by Nobkiſſen; but I did not hear of it till the latter End of the Year 1784.

Q. In your Situation as Member of the Provincial Council at Calcutta and Murſhedabad, you muſt be competent to anſwer, whether the Provincial Council were competent to the good Conduct of their Dewan?

A. They certainly were.

Q. Whether any Oppreſſion could have been, to any conſiderable Extent, carried on without its coming to the Knowledge of the Provincial Council?

A. Certainly not.

Q. When was you appointed Collector at Edrack, Dinagepore, and Rungpore?

A. In April 1784.

Q. Whether, in that Situation, there was equal Power of protecting the Natives, and equal Means of diſcovering Oppreſſion, as during the Exiſtence of the Provincial Council?

A. There certainly was.

Q. In thoſe Diſtricts, where there was no Collector, were there equal Means of detecting and preventing Oppreſſion under the new Government as under the Provincial Council?

A. I conceive not; the good Government of the Country, the Realization of the publick Revenues, the Security of Individuals Property, depends upon a vigilant active local Controul. This is an Opinion I have given ſeveral Years ago, founded upon my own Experience.

Q. Whether ſuch a Controul, as you have ſtated, did not exiſt under the Provincial Council?

A. There was; but not ſo particular as I think it ought to have been.

Q. Whether that Degree of Controul that exiſted under the Provincial Council was encreaſed or diminiſhed by the Appointment of the new Committee?

A. I believe it was nearly totally done away.

Q. Give your Reaſons why you think it was nearly totally done away?

A. The Payment of the publick Revenues was in general brought down to Calcutta: Diſtant Provinces are without a local Controul: It was not poſſible for the Provincial Council, ſituated as they were, to exerciſe a local Controul over diſtant Provinces.

Q. You mean to ſay the Committee of Revenue, not the Provincial Council?

A. Yes; the Committee of Revenue.

Q. Whether if it were known in the Provinces, that the Dewan of the Committee was in a private Connection with the Governor General, it would have been in the Power of the Committee to have checked that Dewan ſo effectually?

A. I conceive not.

Q. From what you know of the Manners and Cuſtoms of that Part of the World, whether the Knowledge of the Exiſtence of ſuch a Connection would not very much diminiſh the Controul and Authority of that Committee?

A. I believe it would.

Q. Whether it was, or was not, the general Cuſtom to take collateral Security from the Farmers who took Farms of the Provincial Councils?

A. Invariably the ſtanding Rule.

Q. Do you know whether any Security was taken from Kelleram or Cullian Sing?

A. I do not know.

Q. When was it you heard any Thing of a Sum of Money privately given by Nobkiſſen to Mr. Haſtings?

A. The latter End of 1784, or the Beginning of 1785.

Q. Had you any Diſcourſe with Nobkiſſen himſelf upon that Subject?

The Counſel for the Defendant objected to the Queſtion.

Q. Have you had or received any Letters from Nobkiſſen upon that Subject?

The Counſel for the Defendant objected to the Queſtion.

Q. Whether the Office of Provincial Dewan was not totally aboliſhed in the Year 1781? Do you know what the Office of Provincial Dewan was?

A. Yes. When the Councils were aboliſhed, I believe their Dewans were recalled with them, except in Caſes where a Chief was left.

Q. Was it not the Duty of the Dewan to be a Check upon the Farmer in Favour of the Ryots?
A. Moſt certainly that was a Part of his Duty, under the Direction of the Council at large, or under the Direction of the acting Chief.

Q. If the Office of Dewan and Farmer were joined in the ſame Perſon, would any Check exiſt?
A. Not in the Dewan certainly.

Q. What was the Duty of the Naib Canongoe?
A. The general Duty of the Canongoes and their Naibs was to keep the Records, to inſpect them accurately, to check the Farmers Accounts, and to check all public Accounts.

Q. Whether the Union of the Offices did not tend to deſtroy that Effect?
A. It certainly did, in the ſame Manner as the Union of the Two Powers of the Farmer and Dewan.

Q. What was the general Effect of appointing a ſingle Dewan to do the Buſineſs of the whole Provinces under the Authority of the Committee?
A. Too great a Power and Truſt in the Hands of him, certainly.

Q. (*Croſs examined.*) You ſaid it was a ſtanding Rule to receive collateral Securities: Whether you were acquainted with letting Lands in Bahar?
A. When I ſpeak of a ſtanding Rule, I mean, it was a ſtanding Rule for our Guidance, given by the Governor General.

Q. In what Place?
A. When I was employed, at Murſhadabad.

Q. Was this invariably obſerved?
A. I have always underſtood it to be a general Rule; if there has been any Exception, I have not been acquainted with it.

Q. Do you know any Thing of the Manner of letting of Lands in the Province of Bahar; or, in other Words, whether you mean to ſwear, that it was uſual, in all Caſes of letting Lands in Bahar, to take Security from the Perſons to whom they were let?
A. I never have been employed in the Province of Bahar; but if I had, I certainly ſhould not have let a Farm without a collateral Security.

Q. You never was employed there, and you do not know the Manner of letting Lands there?
A. No.

Q. Have you any Knowledge of the letting of Lands any where, except in the Places where you yourſelf was, in reſpect to Security?
A. It is impoſſible for me to ſpeak to Acts where I have not been preſent myſelf: I have been Twenty Years in the Service; I have been employed in nothing but the Revenue Line, and I look upon myſelf competent to that Duty.

Q. You have therefore had it in Injunction to take Collateral Security?
A. It was a ſtanding Rule.

Q. Do you by that mean to convey, that it was a ſtanding Order, or that, in point of Fact, the Order had been obſerved?
A. I meant, it was a general ſtanding Rule throughout the Provinces for any Thing I know to the contrary; and if I had been in any Situation to let Lands, I ſhould have thought myſelf deficient in Duty if I had not obſerved it: I never knew an Inſtance to the contrary, ſo far as it depended upon me.

Q. You mean to confine your Knowledge of the Fact to the Inſtances in which you was employed?
A. Yes.

Q. In the Places where you was employed, was a Security conſtantly taken?
A. To the beſt of my Recollection it was.

Q. You ſaid you were a Member of the Provincial Council at Calcutta,—Whether you was, or was not, diſmiſſed from that Office?
A. It does not deſerve ſuch an Epithet as diſmiſſed, nor turned out; I look upon that to be pointed at my Character and Conduct, and therefore I ſhall beg Leave to be the more particular in anſwering it. I have ſaid, in anſwer to a former Queſtion, that Gunga Govind Sing was appointed to be an obedient and uſeful Servant to us, and that he was every Thing the contrary: It was in a Struggle to make him do his Duty that we fell under a Charge of Neglect of Duty and Diſobedience of Orders; in our Defence, we ſhewed that we had conformed to every Order, and that we had paid implicit Obedience to the Orders; notwithſtanding, as they were pleaſed to expreſs it, we were diveſted of our Truſt; not that I believe (and being upon my Oath now I ſay it) that we were guilty or criminal, or that we deſerved it; but that Queſtion having been pointed, as I conceive,

conceive, at me and my Conduct, I do not heſitate ſaying, which I ſhould have been ſorry to have ſaid in any other Situation, that we were diſmiſſed to leave Gungo Govind Sing at the Range of his own Conduct.

Q. When, and by whom, were you diveſted of your Truſt?
A. In the Month of October 1778:—The Council General was compoſed of Four Members, Mr. Haſtings, Mr. Barwell, Mr. Francis, and Mr. Wheler: I have never, even to this Hour, ſeen what their Debates at the public Board on that Occaſion were; but, I believe I am authoriſed to ſay, it was the Act of Mr. Haſtings and Mr. Barwell only.

Q. Then you conſider your being diveſted of your Truſt as the Act of Mr. Haſtings and Mr. Barwell only?
A. Yes.

Q. By whom are you authoriſed to ſay, it is to be conſidered as the Act of Mr. Haſtings and Mr. Barwell only?
A. I have gathered as much from Converſation with Mr. Francis and Mr. Wheler.

Q. Was the Converſation of Mr. Francis with reſpect to what paſſed in Council?
A. Mr. Francis's Words to me, as well as I can recollect, were nearly theſe; "I endeavoured "to put the Queſtion upon each of you ſeparately, thinking it extraordinary, that if Neglect had "been proved, that every individual Member of the Council ſhould ſuffer equal Puniſhment, as "the Preſident was veſted with executive Authority; if there was Neglect, it reſted with him and the "Dewan: The Members of that Council at large had their Duty merely confined to meeting when "ſummoned, and giving an Opinion when aſked, and giving a general View of the whole Truſt "committed to them." It is a great many Years ſince this has happened, therefore if this is not very accurate, I truſt Mr. Francis, if he hears me, will excuſe me.

Q. When was this Converſation held between you and Mr. Francis?
A. In the Year 1778, much about the Time of its happening, I believe within a few Days after: When theſe Proceedings were had, I was very ill, and at a Diſtance; and therefore it was not poſſible for me to commune with Mr. Francis while the Matter was pending.

Q. (*by Managers.*) At what Time was you appointed to the Council at Murſhadabad?
A. In April 1780.

Q. Who compoſed the Supreme Council in the Month of April 1780?
A. Mr. Haſtings, Mr. Francis, and Mr. Wheler.

Q. Who appointed you to the Situation of Collector of Dinagepore, Rungpore, and Edrackpore?
A. I was appointed by the Council; conſiſting then of Mr. Wheler, Mr. M'Pherſon, and Mr. Stables.

Q. Whether the Office of Member of the Provincial Council at Murſhedabad, and Collector of the Three Provinces, Dinagepore, Rungpore, and Edrackpore, you have mentioned, was not an Office of as great Truſt, as that of being Member of the Provincial Council at Calcutta?
A. Much greater.

Q. Whether the Proceedings for diveſting you of the Office of Member of the Provincial Council at Calcutta, did or did not take place at the Revenue Board?
A. It did.

Q. Whether, when you was appointed to the Council at Moorſhedabad, you heard Mr. Haſtings made any Objections to you, upon Account of your Character?

The Counſel for the Defendant objected to the Queſtion.

A. I come here to anſwer upon Oath ſuch Queſtions as your Lordſhips think proper to put to me; I did not know I was called here to be put upon my own Defence.

The Houſe informed the Witneſs, he might decline anſwering the Queſtion, if he thought fit.

The Witneſs ſaid, He ſhould be exceedingly deſirous to anſwer that or any other Queſtion.

Q. (*by Managers.*) Whether, after your Diſmiſſion from the Calcutta Committee, and the ſubſequent Nomination of you to the Provincial Council at Murſhadabad, you had heard that Mr. Haſtings made any Objection to you upon Account of your former Character or Conduct?

The Counſel for the Defendant objected to the Queſtion.

Q. Do you know whether Mr. Haſtings made any, and what Objection to your being nominated to the Provincial Council at Murſhadabad, after you were diſmiſſed from the Calcutta Committee?
A. He certainly made no Objection; on the contrary, I have been given to underſtand, it was even propoſed by Mr. Haſtings himſelf as ſome Retribution to me.

Q. Have you any Knowledge of your own upon that Subject?
A. I believe Mr. Haſtings made no Objection; I never heard that he did.

Q. (*by Counſel.*) Was you preſent at the Time of the Diſcuſſion?
A. When I departed for Murſhadabad Mr. Haſtings wiſhed me all Manner of Succeſs; that does not imply he objected; if he had objected, I certainly would not have gone.

Q. (*by Managers.*) Had you any other Converſation with Mr. Haſtings after you were ſo named to the Council at Murſhadabad about any Subject?

The Counſel for the Defendant objected to the Queſtion.

Q. Whether you had any Converſation with Mr. Haſtings beſides that which you have now mentioned?
A. Not upon official Duty, till after Mr. Haſtings's Return to Calcutta, the Beginning of 1782.

Q. Had you then?
A. I had; I cannot exactly tell at what Period.

Q. Did Mr. Haſtings at that Time expreſs to you any Senſe of your having been deficient in your official Duty?

The Counſel for the Defendant objected to the Queſtion.

Q. (*by a Lord.*) Did Mr. Haſtings hold any Converſation with you upon the Subject of your official Duty?
A. None at all.

Q. (*by Managers.*) Upon the Subject of your Diſmiſſion?
A. None at all.

It being ſuggeſted that the Witneſs underſtood the former Queſtion to have related to a Converſation about his Diſmiſſion, and not about his official Duty, the ſaid Queſtion, and the Anſwer of the Witneſs, were read by the Clerk, viz.

'Q. Did Mr. Haſtings hold any Converſation with you on the Subject of your official Duty?
'A. None at all.'

The Witneſs ſaid,

I do not recollect hearing that Queſtion before.

Q. Had you any Converſation about your official Duty?
A. The Queſtion brings my Recollection to a particular Thing which I did not recollect till that Queſtion was put. At the Concluſion of the Firſt Year under this new eſtabliſhed Committee, I believe general Diſſatisfaction and bad Opinions began to prevail of its Efficacy.

Q. Whether you had any Converſation upon the Subject of your official Duty?
A. Not upon my official Duty; but upon Affairs at large.

Q. What Converſation had you with Mr. Haſtings upon the Subject of this Committee of Revenue?
A. No particular Converſation with him upon the Subject of the Committee; I gave him a ſhort Outline of a Plan, in Writing———

Q. Upon that Plan you had ſome Converſation?
A. Upon the general Subject of which Mr. Haſtings was pleaſed to pay me ſome Compliments, and ſaid he would read it over before he ſlept that Night.

Q. Whether Mr. Haſtings did at that Time expreſs an Opinion upon that Committee, or the Provincial Council?

The Queſtion was objected to by the Counſel for the Defendant.

Q. Had you any Converſation with Mr. Haſtings upon the Subject of that Committee?
A. No.

Q. Upon the Provincial Council?
A. No; I had no Converſation with Mr. Haſtings upon any One of thoſe Points; the Whole of the Matter between Mr. Haſtings and myſelf was contained in that written Paper which I gave him.

Q. (*by a Lord.*) Had you any Penſion aſſigned you, or Sum of Money allowed you by Government, ſubſequent to your being diveſted of your Truſt?
A. Not any.

Then the Houſe adjourned to the Chamber of Parliament.

Die Martis, 18° *Maii* 1790.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Managers for the Commons they might proceed to make good their Charge.

The Managers for the Commons ſtated, that an Attempt having been made, in the courſe of the laſt Day's Proceedings, to throw an Imputation upon the Character of Mr. Moore, as having been diſmiſſed from his Office, they would proceed to ſhew that he was raiſed to higher Situations by Mr. Haſtings himſelf at a ſubſequent Period.

Mr. HUDSON was called in, and produced Book 261, intituled, "Bengal Revenue Council, 21ſt March to 23d May, 1780."

Read, the following Extract of a Conſultation of the 21ſt March 1780, beginning at Page 44 of the ſame Book.

"Fort William, the 21ſt March 1780.
"At a Council; Preſent,
The Honourable Warren Haſtings Eſquire, Governor General, Preſident;
Philip Francis, and Edward Wheler, } Eſquires.

"The Governor General recommends, that Meſſrs Peter Moore, William Wroughton, and Edward Eyre Burges, may be appointed to the vacant Seats in the Provincial Council of Moorſhedabad. That Mr. Dawſon may be removed from the Council of Burdwan to that of Dinagepore, and Mr. Pye from Dinagepore to ſupply his Place at Burdwan.

Appointments recommended by the Governor General.

"Approved, and agreed to the Governor General's Recommendation, and that the following Letters be in conſequence written to the Provincial Councils of Moorſhedabad, Dinagepore, and Burdwan.

"To Mr. William Hoſea, Chief, &c. of the Provincial Council at Moorſhedabad.

L. S. No. 22.

Provincial Councils addreſſed.

"Gentlemen,

"We have this Day thought proper to appoint Meſſrs Peter Moore, William Wroughton, and Edward Eyre Burges, to be Members of your Board.

"We are, &c.

Fort William,
21ſt March 1780.

Signed at the End of the Conſultation,
"Warren Haſtings,
P. Francis,
Edwd Wheler."

Read, from Book 245 already delivered in, the following Extract of a Conſultation of the 7th April 1784, beginning at Page 617 of the ſame Book.

"Fort William, the 7th April 1784.
"At a Council; Preſent,
Edward Wheler, John Macpherſon, and John Stables, } Eſquires.
The Governor General abſent on a Viſit to the Vizier.

"Mr. Wheler reminds the Board, that the Appointment of a proper Perſon to take Charge of the Collections and Adawlut at Rungpore was referred from the laſt Meeting of Yeſterday to this Day, and as he has no Perſon particularly to recommend for that Appointment, he deſires the Members of the Board would make Choice of one.

Mr. Wheler's Minute regarding the Appointment of a Perſon to Rungpore.

Mr. Macpherſon's.

" Mr. Macpherſon.—I move that the Liſt of Company's Servants be taken, and that an old Servant of acknowledged Ability, and known to be converſant in the Languages of the Country and Revenue Matters, who may at preſent be out of Employ, be appointed to this important Truſt; a Truſt, which the Honour of this Government and the Intereſt of Humanity call upon us unitedly and ſeverally to ſee properly filled, and faithfully executed. The Charge of this Station, I mean the Collectorſhip of Rungpore and Adawlut, muſt, in the preſent Situation of the Inhabitants of that Country, be a Truſt of Difficulty, and the Board ſhould therefore, in my Opinion, take a future Occaſion to conſider the Services of any Servant who may be appointed to it, if he diſcharges his Duty faithfully; for the preſent State of the Revenues of that Diſtrict muſt occaſion to him many Embarraſſments, and cannot be attended with the ſame Credit as if the Country was in Proſperity. If the Board are of this Opinion, they will promiſe a future Compenſation as an Encouragement to whoever may be now appointed to the Charge of Rungpore, and who ſhall execute the Duties of that Station to the Satisfaction of the Natives, and with a Fidelity to merit the Approbation of Government. I have no particular Perſon in view for this Nomination.

Liſt of Company's Servants read, and Appointment of Mr. Moore to Rungpore.

" The Liſt of Company's Servants being then called for, and read, and Mr. Moore appearing to come under the Deſcription mentioned in the foregoing Minute, the Board agree to appoint him to the propoſed Charge.

Committee of Revenue adviſed.

" Agreed, that the Committee of Revenue be adviſed thereof as follows:

" To Mr. John Shore, acting Preſident, &c. Members of the Committee of Revenue.

L. S. No. 41.

" Gentlemen,

" We have this Day appointed Mr. Peter Moore to the Charge of the Collections of Rungpore, as alſo Judge of the Dewanny Adawlut of that Station, and you will accordingly furniſh him with the neceſſary Instructions for the Duties of the former Office.

" We are, &c.

" Fort William,
the 7th April 1784.

Signed at the End,
" John Macpherſon,
John Stables."

Read, from the ſame Book, the following Extract of a Conſultation of the 8th of April 1784, beginning at Page 717 of the ſame Book.

" Fort William, the 8th April 1784.

Rev. Dept. Thurſday.

" At a Council; Preſent,
Edward Wheler,
John Macpherſon,
and
John Stables,
Eſquires.
The Governor General abſent on a Viſit to the Vizier.

Mr. Moore.

L. R. No. 100.

" Read, the following Letter from Mr. Moore.

" To the Honourable the Governor General, &c. Council of Revenue at Fort William.

" Honourable Sir, and Sirs,

" I have had the Honour to receive a Letter from your Secretary, informing me that you had been pleaſed to appoint me to the Charge of the Collections of Rungpore, and Judge of the Dewanny Adawlut.

" With every Diſpoſition to conform to your Orders, and ever moſt willing to regulate myſelf by the Mandates of Government, ſuffer me to hope your Re-conſideration of the Appointment in Queſtion. Mr. Goodlad, whoſe Place I am to fill, was originally Collector of Dinagepore, Rungpore, and Edrackpore. On the Removal of Deby Sing from Dinagepore the Settlement was made with the Amlah, or Servants of the preſent Miner Zemindar, who have ſince obtained Leave to pay their Rents at the Preſidency. The Object of a diſtant Country paying its Rents at the Preſidency is nothing more or leſs than that the Managers may be let looſe to their Conduct, and local Controul be removed. This is literally its Meaning.

" Hence I am induced to hope, and flatter myſelf the Honourable Board will not think me unreaſonable in requeſting, that they will be pleaſed to reconſider my Rank and Situation in the Service, and put me on an Equality with Mr. Goodlad, many Years my Junior, by placing me in the Station which he originally filled, viz. in Charge of the Collections of Dinagepore, Rungpore, and Edrackpore.

" I am, &c.

" Fort William,
8th April 1784.

(Signed) P. Moore."

" The

Reſolution thereupon.

“ The Board, in conſequence of the above Repreſentation, agree, that in Addition to the Collections of Rungpore, Mr. Moore be inveſted with the Power of receiving from the Zemindars the Revenues of Dinagepore, and Edrackpore, to be remitted by him to the Preſidency.

Committee Revenue adviſed.

L. S. No. 43.

“ Agreed, that the following Letter be in conſequence written to the Committee of Revenue.

“ To Mr. John Shore, acting Preſident, &c. Committee of Revenue.

“ Gentlemen,

“ We have thought proper, in Addition to the Charge of the Collections of Rungpore, to inveſt Mr. Moore with the Power of receiving from the Zemindars the Revenues of Dinagepore, and Edrackpore, to be remitted by him to the Preſidency.

“ We are, &c.

“ Fort William,
8th April 1784.

Signed at the End,
“ John Macpherſon,
John Stables.”

Q. (*by Counſel*). Whether the Conſultations of the 15th of September, 13th of October, and the 16th of October, 1778, ſtating the Charges againſt Mr. Moore, are in Exiſtence?
A. The Books mentioned are here in Court.

Then the Witneſs was directed to withdraw.

The Managers for the Commons deſired to know, whether the Defendant, agreeable to the Notice he had received, was ready to produce Mr. Moore's Plan.

The Counſel for the Defendant ſtated, that the Managers for the Commons might give parole, or other Evidence, of the Contents of it.

Whereupon PETER MOORE Eſquire was again called in, and examined as follows:

Q. Whether you have any Copy of the Paper which you delivered in to Mr. Haſtings, relative to the better Collection of the Revenue?
A. I have not a Copy, but I have preſerved the Principles of it, which I have extracted upon Paper, if your Lordſhips think fit to receive it.

The Counſel for the Defendant objected to the Evidence.

Q. Whether your Memory ſerves you as to the principal Heads of the Plan you delivered to Mr. Haſtings?
A. It does.

Q. Repeat them to the Court.
A. The Whole contained, what I conceived to be, the beſt Outlines for the Management of the Revenue of that Country:—Firſt, to eſtabliſh an active local Controul throughout the Country; Secondly, to remove all Dewans, the native Officers employed between the European Repreſentatives of the Company and the People, as Perſons capable of much Miſchief; the Eſtabliſhment of a fixed Zemindary Syſtem, the total Excluſion of farming, and the Employment of the Company's Servants as Collectors or Superintendants throughout the whole Country, as Perſons to be depended upon, and the only Perſons that could be depended upon by any Government whatever; thoſe I remember were the Outlines.

Q. Whether, on your Return from Rungpore, any Complaints were made againſt you for Mal-adminiſtration?
A. None. There was One Repreſentation which I was called upon to explain, and as ſoon as it was known it explained itſelf.

Q. Whether or no there was any Balance left at the End of the Collection, and what?
A. No Balance at all.

Q. Whether, in realizing the Collections of Rungpore, you found it neceſſary to make uſe of any Torture?
A. No, I did not, nor any Puniſhment whatever.

Q. Whether you think it neceſſary to uſe any Torture for the Collection of a fair Revenue?

The Counſel for the Defendant objected to the Queſtion.

Q. Do you wiſh to explain any Thing relative to your Evidence?
A. I was thrown into a very awkward Predicament at my laſt Examination, and conſequently was not prepared to anſwer ſo fully to one Point, in particular, as I wiſhed to have done: It was a Thing that happened a great many Years ago, and whatever may be the Conſtruction to the con-

trary, though it was a Fact that I could not forget, it certainly was a Thing that I had long and many Years ago totally forgiven, I mean, what was ſtated in the Words "diſmiſſed from the Calcutta Committee." I ſtated in my Anſwer, that while we were ſtruggling to make Gunga Govind Sing, our Dewan, do his Duty, we were furniſhed with a Charge of Diſobedience of Orders and Neglect of Duty;—with your Lordſhips Permiſſion, I would make this little Amendment in the Anſwer which I then gave, that it ſhould run thus;—we were furniſhed with a Charge of Diſobedience of Orders, and Neglect of Duty, founded on an Act of the Committee, who were in the Diſcharge of their Duty, and acting in Obedience to the ſtanding Orders of the Governor General and Council.

Q. Is there any Fact you ſuppoſe not to be repreſented in the Manner you wiſh it to be?
A. In the wording it?

Q. Not the wording it, but the Fact?
A. I think it exceedingly material to my Character: In diſcharge of our Duty, we had releaſed 15 Perſons illegally in Priſon—I have not ſeen the Evidence, I have only taken this from my Memory.

The Witneſs was directed to withdraw.

Then WILLIAM HARWOOD Eſquire was called in, and being ſworn, was examined as follows.

Q. How long have you ſerved the Company in India?
A. I believe about 17 Years.

Q. In what Situation did you laſt ſerve the Company in the Collection of the Revenue? Were you in the Collection of the Revenue?
A. Yes.

Q. In what Situation?
A. Chief of the Province of Dinagepore.

Q. Do you mean of the Provincial Council?
A. As Chief of the Provincial Council at Dinagepore.

Q. Whether you found any Difficulty in executing your Duty in the Collection, from any Defect in the Conſtitution of the Provincial Council, of which you was Chief?
A. I do not remember I did.

Q. Did any other of the Members of the Provincial Council repreſent to you that they found themſelves under ſuch a Difficulty—Do you know of any Difficulty there was in the Provincial Council in executing their Duty?
A. I do not recollect any.

Q. Or any Repreſentations made by them to you as their Chief?
A. None at all.

Q. Did Mr. Haſtings make any Repreſentation to you reſpecting the Councils?

The Counſel for the Defendant deſired the Witneſs might be firſt aſked—Whether all the Communications between Mr. Haſtings and the Witneſs were not in Writing?

The Witneſs was aſked,

Q. Whether he had any Communication with Mr. Haſtings on that Subject, except in Writing?
A. No.

Q. Did you receive any Communication from Mr. Haſtings upon this Subject, either in Writing, or by Word of Mouth?
A. None at all.

Q. In no way?
A. No.

Q. Did you ever ſee Mr. Haſtings after you was appointed a Member of that Provincial Council?
A. Several Times.

Q. Did he at any of thoſe Times aſk your Opinion reſpecting the Competency or Incompetency of the Provincial Council in the Execution of their Truſt?
A. He did not.

Q. Whether or no you found it neceſſary, for the Collections of the Revenue, to employ any Tortures?

The Counſel for the Defendant objected to the Queſtion.

Then the following Queſtion put to Peter Moore Eſquire, and his Anſwer thereto, was read by the Clerk:

Q. "Whether, in the Realization of the Collections of Rungpore, you found it neceſſary to make uſe of any Tortures?
A. "No, certainly not; nor any Puniſhment whatever."

Then the Managers for the Commons deſired that the following Queſtion might be put to the Witneſs:

Q. Whether, in the Realization of the Revenue in the Provinces of Rungpore, Dinagepore, or Purnea, you found it neceſſary to make uſe of any Torture?

The Counſel for the Defendant objected to the Queſtion.

Q. (*by a Lord.*) In what Manner did the Provincial Council proceed in the Collection of the Revenues?
A. We proceeded in the ſame Manner that all other Provincial Councils proceeded, I believe, making uſe of no Severity whatever.

Q. (*by Managers.*) Whether you think the annual Syſtem of farming to the higheſt Bidder has or has not a Tendency to introduce Cruelty in the Collection of the Revenue?

The Counſel for the Defendant objected to the Queſtion.

Q. (*by a Lord.*) Has the letting of Lands by the Year to Farmers a Tendency to produce Rigour and Cruelty in the Collection of the Revenues?
A. It certainly may have ſuch a Tendency.

Q. (*by Managers.*) Whether you think, from your Knowledge of the Country and the State of the Revenues, that the Committee of Gentlemen ſitting at Calcutta would be enabled, upon a Peruſal of the Rates and Remiſſions regiſtered in their Office, to make any equitable Plan for the Riſe of ſome Farms and the Fall of others, according to their ſeveral Diviſions?
A. Certainly not ſo able as a Council reſiding upon the Spot.

Q. Whether or no the Gentlemen at Calcutta had a ſufficient Means upon a Huſſoor Collection to controul the Oppreſſions of Farmers in the diſtant Provinces?
A. I imagine not.

Q. Whether, from your Knowledge of the Country and Skill in Collection of Revenue, a Farmer in the Country could practiſe great and notorious Oppreſſions without their coming to the Knowledge of the Members of the Provincial Council reſident in the Province?
A. I ſhould apprehend not.

Q. Whether the Office of Dewan to the Provincial Council, or to the Committee of Revenue, is or is not an Object of great Importance?
A. Certainly it is.

Q. Whether the Provincial Council had a legal Power to coerce the Dewan, and prevent his oppreſſing the Country?
A. They had.

Q. Whether, if the Dewan was a Perſon known to be in intimate and confidential Connection with the Governor General, and to be employed by him in taking Money privately in the Provinces, that Dewan would be as obedient to the Council as a Perſon in other Circumſtances?

The Counſel for the Defendant objected to the Queſtion.

Q. (*by a Lord.*) Whether, according to your Knowledge of the Diſpoſitions and Manners of the People, the Relation mentioned, between the Dewan and Governor General, would not give him more Authority to oppreſs?
A. If the Dewan found himſelf protected by the Governor General, he certainly would feel himſelf much more independant than the Council.

Q. Whether, from your Knowledge of the Country, the Diſpoſition of the Natives, of the Revenue, and of the State of the Company's Service, you think that a Committee of Revenue ſitting at Calcutta would have the ſame Means of preventing the Dewan from Oppreſſions in remote Provinces, as the Council reſident on the Spot?
A. They could not have the ſame Means.

Q. Whether you have heard of a Perſon in Bengal called Gunga Govind Sing?
A. I have heard of ſuch a Perſon.

Q. Whether you know any Thing of his Character, of the general Character he bore,—of his Reputation?
A. In his publick Employment I have heard he was very arbitrary and oppreſſive, and that that was his general Character.

(*Croſs examined.*)

Q. Whether Mr. Francis communicated to you a Minute in the Year 1776, reſpecting the Mode of adminiſtering the Revenue by the Provincial Council?
A. I have ſeen ſeveral Minutes of Mr. Francis on that Subject; but I do not immediately know the one alluded to.

Q. I will recal it to your Recollection by theſe Words: "I am of Opinion, that the Inſtitution was fundamentally wrong?"
A. No; I do not remember any ſuch Thing.

Q. Do you remember any Minute containing Diſapprobation of the Syſtem of the Provincial Councils communicated to you by Mr. Francis?
A. No; I do not remember any Communication of that Kind.

Q. There was none ſuch?
A. I do not recollect it.

Q. Nor of the Communication of any Minutes by Mr. Francis condemning the Inſtitution of the Provincial Council?
A. No; I do not remember any.

Q. (*by Managers.*) Whether you was at Dinagepore between Auguſt 1779 and the Middle of the Year 1780, at any Time?
A. I was not in the Province of Dinagepore, but reſident in the neighbouring Province.

Q. Had you not an official Communication with that Province? Had you the Charge of Dinagepore?
A. Certainly we had.

Q. Whether, during that Time, you had heard any Thing of a Payment of a Sum of Money for the Province of Dinagepore, by Gunga Govind Sing, to Mr. Haſtings?
A. I never heard of ſuch a Circumſtance, nor ever had a Suſpicion of it.

Q. Whether or no you know that Gunga Govind Sing had, at that Period of Time, any Thing whatever to do with the Province of Dinagepore?
A. No, I did not know that he had.

Q. Did you hear of it?

The Counſel for the Defendant objected to the Queſtion.

Q. Whether you did, or did not, hear of it?

The Counſel for the Defendant objected to the Queſtion.

Q. I want to know it as a Fact whether you did or did not hear it?

The Counſel for the Defendant objected to the Queſtion.

The Witneſs was directed to withdraw.

The Managers for the Commons ſtated, they would next read a Paragraph of a Minute of Mr. Haſtings of the 21ſt of February 1785, in order to prove the Charge of the Revenues.

The Counſel for the Defendant deſired to know, whether the Managers for the Commons did not mean to read the Paper alluded to, as introductory to the whole Hiſtory of the Enormities committed by Deby Sing.

The Managers for the Commons ſtated, they did not mean to produce it for the Purpoſe ſuggeſted by the Counſel for the Defendant, but in order to ſhew that it was the Opinion of Mr. Haſtings himſelf, that great Enormities might be committed under the new Committee of Revenue, and that they might be concealed from any one Perſon under the Britiſh Government.

Read, from Book 228, already delivered in, the following Extract of a Conſultation of the 21ſt of January 1785, beginning at Page 157 of the ſame Book.

"Fort William, the 21ſt January 1785.

"At a Council; Preſent,
The Honourable Warren Haſtings Eſquire, Governor General, Preſident;
John Macpherſon, and John Stables, Eſquires.

Rev. Dept.
Friday.

"Gov. Gen.—I entirely acquit Mr. Goodlad of all the Charges; he has diſproved them. It was the Duty of the Accuſer to prove them. Whatever Crimes may be eſtabliſhed againſt Rajah Davy Sing, it does not follow that Mr. Goodlad was reſponſible for them; and I ſo well know the Character and Abilities of Rajah Davy Sing, that I can eaſily conceive that it was in his Power both to commit the Enormities which are laid to his Charge, and to conceal the Grounds of them from Mr. Goodlad, who had no Authority but that * receiving the Accounts and Rents of the Diſtrict from Rajah Davy Sing, and occaſionally to be the Channel of Communication between him and the Committee (a).

Governor General's Minute on Mr. Goodlad's Defence.

* Sic in Orig.

Signed at the End of the Conſultation,
"Warren Haſtings,
John Macpherſon,
John Stables."

The Managers for the Commons ſtated, they would next proceed to ſhew what thoſe Enormities were which might be concealed from the Engliſh Gentlemen reſiding there, and which might be committed without their knowing any Thing of the Matter.

The Counſel for the Defendant objected to the Admiſſion of the Evidence propoſed.

The Managers were heard in Anſwer to the Objection.

Then the Houſe adjourned to the Chamber of Parliament.

The Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid;

"Gentlemen, Managers for the Commons, and Gentlemen, of Counſel for the Defendant, the Lords have reſolved, That it is not competent for the Managers for the Commons to give Evidence of the Enormities actually committed by Deby Sing, the ſame not being charged in the Impeachment.——Gentlemen, Managers for the Commons, you may proceed to make good your Charge."

To prove that the Sum of 58,000 Rupees was not, as ſtated and ſuppoſed by Mr. Larkins, to be Part of a Dinagepore Peſhcuſh,

Read, from Book 250, already delivered in, the following Extract of a Committee of Revenue, of the 28th April 1784, beginning at Page 789 of the ſame Book.

"Calcutta, the 28th April 1781.

At a Committee of Revenue; Preſent,
Mr. David Anderſon, Preſident;
Meſſrs Samuel Charters, Charles Croftes.

"The Preparer of Reports to the Revenue Departments ſubmits to the Committee the accompanying Tranſlation of the Zemindar of Dinagepore's Claims for the Remiſſions, in Conformity to their Order of the 15th of this Month, including alſo an Account of his Payments for the Current Year; in Addition to which, his Vakeel has delivered in a Paut for 50,000 Rupees of the Balance ſtill remaining to be realized, which reduces the Demand on him for the preſent Year to 60,048 : 2 : 18.

"As to his firſt Claim for a Remiſſions *, or rather for Leave to have the Payment of the Canongoes Reſſom, (which has lately been diſcharged through the Provincial Council), he ſtates it at 8,015 : 7 : 10 per Annum, whereas it amounts only to 7,076 : 1 : 17, from which 3,765 Rupees having been already diſcharged at Purnea, there remains to be paid for the preſent Year the other Half, or Reſidue, of 3,576 : 1 : 17 (b).

* Sic in Orig.

(a) Vide Appendix, N° CLX.

(b) Vide Appendix, N° CLXI.

Read, a further Extract of the ſame Committee of Revenue, beginning at Page 794 of the ſame Book, as follows:

" Statement concerning the Revenue of the Pergunnah of Dinagepore for the Bengal Year 1187.

" 1ſt. Jumma Mokurerry, as ſettled with Rajah Byjenaut, and continued to me Radahnaut —		14,60,444 12 12 2	
" Deduct the Amount Moſhahera, &c.			
Viz. Moſhahera –	1,50,000 0 0 0		
Eſtabliſhment for Officers	26,320 11 0 0		
		1,76,320 11 0 0	
			12,84,124 1 12 2
" 2d. Receipts by Government to the End of the Kiſts of May, viz.			
" Paid at Purnea to the End of Aſhen —		6,51,976 0 0 0	
at the Khalſa, from that to the End of May, viz.			
" Amount of Chelans	5,30,783 4 0 0		
Deduct for Paiſhcuſh	11,684 0 0 0		
		5,19,099 4 0 0	
			11,71,075 4 0 0
			1,13,048 13 12 2(a)

The Managers for the Commons ſaid, they would next call Mr. Thomas Nicholas Whitworth.

Mr. WHITWORTH was accordingly called in, and being ſworn, was examined as follows:

Q. Have you any Account of the Sums of Money paid to Mr. Haſtings on Account of his Salary in the Years 1783 and 1784?
A. Yes.

Q. Where is that Account?
A. In theſe Books.

Q. Have you made any Extracts from thoſe Accounts, of the Sums of Money paid to Mr. Haſtings?
A. I have.

Q. What are the Books?
A. The Civil Paymaſter's Diſburſements in Bengal.

Then the Witneſs delivered in the Books, and was directed to withdraw.

Read, the following Extract from one of the ſame Books, intituled, " Bengal Civil Paymaſter's Diſburſements, 30th April 1783, to 30th April 1784."

" Fort William, Auguſt 1783.

" Diſburſements of Mr. William Harding, Civil Paymaſter, for the Month of Auguſt 1783.

" Account Salary.

" Paid the Honourable Warren Haſtings Eſquire, Governor General, his Salary for January 1783 — — — — — — 23,604 : 2 : 8.

Read, a further Extract from the ſame Book, as follows:

" Fort William, September 1783.

" Diſburſements of Mr. William Harding, Civil Paymaſter, for the Month of September 1783.

" Account Salary.

" Paid the Honourable Warren Haſtings Eſquire, Governor General, his Salary for February and March 1783, at 23,604 : 2 : 8 per Month, by Transfer. — 47,208 : 5 : 4

(a) Vide Appendix, No CLXI.

Read, a further Extract from the ſame Book, as follows:

" Fort William, October 1783.

" Diſburſements of Mr. William Harding, Civil Paymaſter, for the Month of October 1783.

" Account Salary.

" Paid the Honourable Warren Haſtings Eſquire, Governor General, his Salary for April and May 1783, at 23,604 : 2 : 8 per Month, by Transfer — — — 47,208 : 5 : 4.

Read, a further Extract from the ſame Book, as follows:

" Fort William, November 1783.

" Diſburſements of Mr. William Harding, Civil Paymaſter, for the Month of November 1783.

" Account Salary.

" Paid the Honourable Warren Haſtings Eſquire, Governor General, his Salary for June 1783, by Transfer — — — — — 23,604 : 2 : 8.

Read, a further Extract from the ſame Book, as follows:

" Fort William, December 1783.

" Diſburſements of Mr. William Harding, Civil Paymaſter, for the Month of December 1783.

" Account Salary.

" Paid the Honourable Warren Haſtings Eſquire, Governor General, his Salary for July and Auguſt, at 23,604 : 2 : 8 per Month, by Transfer — — 47,208 : 5 : 4.

Read, a further Extract from the ſame Book, as follows:

" Fort William, April 1784.

" Diſburſements of Mr. William Harding, Civil Paymaſter, for the Month of April 1784.

" Account Salary.

" Paid by Transfer the Honourable Warren Haſtings Eſquire, Governor General, his Salary from the 1ſt September 1783, to the 30th April 1784, being 8 Months, at 23,604 2 : 8 per Month — — — — — 1,88,833 : 5 : 4.

Read, the following Extract from the other Book, delivered in by the Witneſs, intituled, " Bengal Civil Paymaſter's Diſburſements from 1ſt May 1784, to 30th April 1785."

" Fort William, July 1784.

" Diſburſements of Mr. William Harding, Civil Paymaſter, for the Month of July 1784.

" Account Salary to the Honourable Governor General and Council of 1784–5.

" Paid the Honourable Warren Haſtings Eſquire, Governor General, his Salary from 1ſt May to 31ſt July 1784, at 23,604 : 2 : 8 per Month — — 70,812 : 8 : 0.

Read, a further Extract from the laſt mentioned Book, as follows:

" Fort William, November 1784.

" Diſburſements of Mr. William Harding, Civil Paymaſter, for the Month of November 1784.

" Account Salary to the Honourable Governor General and Council of 1784–5.

" Paid the Honourable Warren Haſtings Eſquire, Governor General, his Salary for Auguſt 1784 — — — — — 23,604 : 2 : 8.

Read, a further Extract from the laſt mentioned Book, as follows:

" Fort William, December 1784.

" Diſburſements of Mr. William Harding, Civil Paymaſter, for the Month of December 1784.

" Account Salary to the Honourable Governor General and Council of 1784–5.

" Paid the Honourable Warren Haſtings Eſquire, Governor General, his Salary from 1ſt September 1784, to 31ſt Dec. 1784, is 4 Months, at 23,604 : 2 : 8 per Month – 94,416 : 10 : 8

Read, a further Extract from the laſt mentioned Book, as follows:

"Fort William, January 1785.

"Diſburſements of Mr. William Harding, Civil Paymaſter, for the Month of January 1785.

"Account Salary to the Honourable Governor General and Council of 1784–5.

"Paid the Honourable Warren Haſtings Eſquire, Governor General, his Salary for January 1785 — — — — — 23,604 : 2 : 8."

Then the Houſe adjourned to the Chamber of Parliament.

Die Jovis, 20° Maii 1790.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor acquainted the Managers for the Commons, they might proceed to make good their Charge.

The Managers for the Commons deſired Mr. Wright might be called in.

Mr. WRIGHT was accordingly again called in, and examined as follows:

Q. Does that Book contain any Account of Remittances made on Account of Mr. Haſtings, in the Years 1783 and 1784?

A. It does. This is the Bengal General Journal of the Years 1783 and 1784.——In Page 352, there is this Entry: "Treaſury Debtor to ſundry Accounts April 1784. To Loan, at 8 per Cent. for Bills to be granted 1ſt of February 1785. Received of the following Perſons, for which Bills of Exchange are to be granted them on the Honourable the Court of Directors, bearing Date 1ſt February 1785." The Account is continued to ſeveral Pages; and in Page 357, to "The Honourable Warren Haſtings" the Sum of "2,02,000 Rupees."

(*Croſs examined.*)

Q. Does it appear what Money produced thoſe Bills, whether it was given in exchange for Money, or paid for Salary, or what the Conſideration was?

A. From the Entry I have juſt read, it ſhould appear to be Money paid into the Treaſury; the Entry is under Treaſury Account April 1784, "received of the following Perſons, for which Bills of Exchange are to be granted."

Q. Might not that be a Transfer on Account, inſtead of Bills or Caſh?

A. It does not appear ſo on the Books.

Q. Can you find the correſponding Account; there are Debtor and Creditor Accounts; is the Company credited for the Money?

A. The Company is debited for this Money in the Way I have juſt ſtated, and the Entry I read is to "The Honourable Warren Haſtings" the Sum of "2,02,000 Rupees." It ſays "received."

Q. Does it appear from that Book that it was a Payment of Money received from Mr. Haſtings?

A. It ſhould appear ſo by the Entry I have juſt read.

Q. Is there any other Account to which that refers; any Account with Mr. Haſtings, kept by the Treaſury, in which Credit is given for the Sums he pays?

A. There is an Account in the Books for thoſe Years.

Q. (*by a Lord.*) What is the Title of the Account?

A. General Journal Accounts Bengal, under the Head of Treaſury Accounts Bengal.

Q. By whom is it kept?

A. By the Sub-Treaſurer in Bengal.

Q. Are they the Treaſurer's Books?

A. The Treaſurer's Books.

The Witneſs was directed to withdraw.

The Managers for the Commons informed the Houſe, they ſhould next read a Letter, dated the 13th of April 1781, for the Purpoſe of falſifying the Contents of a Letter from the Governor General and Council to the Court of Directors, dated the

5th of May 1781, and already in Evidence (a), as far as the ſame contained Mr. Haſtings's Account of the Abolition of the Provincial Councils, and the Appointment of the Committee of Revenue.

The Counſel for the Defendant objected to the reading of the Letter of the 13th April 1781, for the Purpoſe above mentioned.

The Managers for the Commons were heard in Anſwer to the ſaid Objection, and the Counſel for the Defendant in Reply.

Then the Houſe adjourned to the Chamber of Parliament.

(a) Vide ſupra, Page 1183.

Die Mercurii, 2° Junii 1790.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid,

" Gentlemen, Managers for the Commons, and Gentlemen of Counſel for the " Defendant, the Lords have reſolved, That it is not competent for the Managers " on the Part of the Commons to give any Evidence upon the Seventh Article of Im- " peachment, to prove that the Letter of the 5th of May 1781 is falſe, in any other " Particular, than that wherein it is expreſsly charged to be falſe."

The Managers for the Commons deſired Mr. Hudſon might be called in.

Mr. HUDSON was accordingly again called in.

The Managers for the Commons ſtated, that in the Printed Minutes there was a Letter of Mr. Larkins, which contained an Account of a Variety of Sums of Money ſaid to be received by Mr. Haſtings, with the Bengal Dates affixed; as thoſe Dates, and the Calculation of the Bengal Year, might not be perfectly familiar to the Houſe, they had endeavoured to procure a Tranſlation of them, which they would now produce.

Then the Witneſs was aſked,

Q. What is that you have in your Hand?
A. Part of a Letter from Mr. Larkins.

Q. Have you tranſlated the Bengal Dates into Engliſh Dates?
A. As near as I could from my Knowledge.

Q. From whence did you take them?
A. From ſome Books called the Provincial Accounts.

Then the Witneſs delivered in a Paper—the ſame was read, and is as follows:

" COPY of N° 1, referred to by Larkins's Letter, 5th Auguſt 1786, entered in printed Minutes 1156, 1157, with Engliſh Dates.

" Copy of the Particulars of the Dates on which the component Parts of ſundry Sums included in the " Account of Sums received on the Account of the Honourable Company by the Governor General, or paid to their Treaſury by his Order, and applied to their Service," were received for Mr. Haſtings, and paid to the Sub-treaſurer.

" N° 1, DINAGEPORE.

From			
29 to 31 Sawan 1186, or	11th to 13th Aug. 1779 —	89,999 0 0	
17 to 21 Bhaudun	30th Aug. to 3d Sept. 1779	49,974 0 0	
1 to 5 Aſſin	15th Sept. to 19th Sept. 1779	27,000 0 0	
8 Pooſe	20th Dec. 1779 —	25,000 0 0	
10 ——	22d ib. ib. — —	15,000 0 0	
27 ——	8th Jan. 1780 —	10,000 0 0	
29 Maug	9th Feb. 1780 — —	20,000 0 0	
2 Faugun	11th Feb. 1780 —	20,000 0 0	
4 ——	13th ib. ib. — —	9,000 0 0	
12 Sawan 1187, or	21ſt Feb. 1780 —	1,000 2 0	
9 Sawan	21 July 1780 — —	40,000 0 0	
			3,06,973 0 0
18 and 19 Aſſin,	or 3d and 4th Oct. 1780,		2,00,000 0 0
		Remains —	1,06,973 0 0
		Charges —	9,310 0 0
		Balance in Charge of G. G. S. —	97,663 0 0

“ Suppoſing the Dates underneath are of the Bahar Year 1188, or 1780-1781.

“PATNA.

12 Cheite,	or 21ſt March 1781	15,000 0 0	
18 ——	27th ib. ib.	10,000 0 0	
22 ——	31ſt ib. ib.	60,000 0 0	
23 ——	1ſt April 1781	5,000 0 0	
23 ——	ib. ib. ib.	10,001 0 0	
28 ——	6th ib. ib.	60,000 0 0	
10 Byſack	20th ib. ib.	10,000 0 0	
10 ——	ib. ib. ib	26,000 0 0	
12 to 14 ——	22d to 25th ib.	20,000 0 0	
14 ——	25th ib. ib.	4,000 0 0	
2 Aſſin	14th Sept. 1781	1,000 0 0	
			2,21,801 0 0
15 and 16 Byſack 1189, or 26th and 27th April 1781, paid Mr. Croftes			2,00,000 0 0
		Balance —	21,801 0 0

“ N. B. The Bengal Year begins on or about the 10th April, and the Bahar Year on or about the 14th September.

“NUDDEA.

15 Cawtic 1187,	or 28th Oct. 1780	16,001 0 0		
27 ——	9th Nov. ib.	20,000 0 0		
28 ——	10th ib. ib.	20,000 0 0		
30 ——	12th ib. ib.	10,000 0 0		
4 Augun	17th ib. ib.	7,749 0 0		
7 ——	20th ib. ib.	5,000 0 0		5,000 too much.
9 ——	22d ib. ib.	25,000 0 0		
No Date	—	1,250 0 0		
24 Augun	7th Dec. ib.	15,000 0 0		
17 Pooſe	30th ib. 1780	15,000 0 0		
22 ——	4th Jan. 1781	20,000 0 0		
			1,50,000 0 0	
11 Augun, or 24th Nov. paid to Mr. Croftes			1,50,000 0 0	

Paid to Mr. Croftes

19 Aſſin, or 4th Oct.	2,00,000	
16 Byſack — 25th April	2,00,000	
11 Augun — 24th Nov.	1,50,000	
		5,50,000

Memorandum of the Cabooliats attended to in the above.

	Cabooliats.	Received.	Balance.
Dinagepore Peiſhcuſh	4,00,000 0 0	3,00,000 0 0	1,00,000 0 0
Nuddea	1,50,000 0 0	1,50,000 0 0	
Patna	4,00,000 0 0	2,00,000 0 0	2,00,000 0 0

(Signed) “ Wm Larkins.
5th Auguſt 1786.”

Then the following Queſtion was put to the Witneſs.

Q. Whether any Duplicate of the Letter of the 20th of January 1782, from Patna, from Mr. Haſtings, ever came to the India Houſe?

A. On Recollection, I believe there was not. I once thought there was, but, upon Enquiry, I rather think there was not.

Q. There was a Letter written by Mr. Haſtings, from Patna, containing a Diſcovery of a Preſent, 20th January 1782. In a ſubſequent Letter Mr. Haſtings ſays, “ In a Letter which I had the Honour of addreſſing to you in a Duplicate, and of which, in a Triplicate, I informed you ſo and ſo—I wiſh to know, whether that Duplicate ever arrived at the India Houſe?

A. I have made Enquiry, and I do not find ſuch a one ever arrived.

(*Croſs examined.*)

Q. How many Copies of that Letter from Mr. Haſtings came to the India Houſe; and whether that Letter you deſcribed is a Triplicate only?

A. I never ſaw but one Copy of it, which I take to be the original Letter; endorſed upon the Back of it, "Received from Major Scott."—I never ſaw any other.

Q. Have you made due Search among the Records of the Company to find ſuch a Letter?

A. I have made Search for that very Object, but do not find any ſuch Letter exiſts—it may be among the Papers of the Secret Committee of the Court of Directors, to which I have not Acceſs.

Q. You have not, therefore, ſearched among them?

A. I have not Acceſs to them.

Q. Who has Acceſs to them?

A. Mr. Johnſon.

Q. Ought it not to be regularly in your Office?

A. No; not exactly ſo.

Q. Then it is not in the India Houſe at any other Place, unleſs in the Papers of the Secret Committee, as far as you know?

A. It may be; but not that I know of.

Q. (*by Counſel.*) You ſay it is not in your Office, and that your Office is not the proper Place to find it, if it exiſts?

A. Our Office is the Place for the Books; the Head of the Office is Clerk of the Secret Committee.

Q. Is there any Name for the Place where the Letters are depoſited?

A. I am a Clerk in that Office.

Q. (*by a Lord.*) You ſay it is not there?

A. It is not a publick Paper.

Q. Not in its Nature?

A. In its Nature it is; but the Duplicate happened not to be laid out.

Q. Not to be laid out—how?

A. It appears not to be laid out from the ſecret Papers.

Q. You ſuppoſe, if it is in Exiſtence, it is among the ſecret Papers?

A. I ſuppoſe ſo.

Q. But you mentioned juſt now it might be in ſome other Department?

A. It may be ſome where elſe.

Q. (*by Managers.*) In what Office was it the firſt Copy was found?

A. It was originally ſent to our Office.

Q. And preſerved there ever ſince?

A. Yes, afterwards; but it was miſlaid for ſome Time.

Q. Do you know, from your Practice in that Office, whether, when an Original is preſerved in the Office, the Duplicate and Triplicate, if they arrive, are all preſerved with the ſame Care as the Original?

A. Not always exactly with the ſame Care—in general they are.

Q. Do you mean the Care, in which both Original, Duplicates, and Triplicates are preſerved, is ſuch, that if you do not find them all Three, they never have been ſent?

A. No; not altogether ſo.

Q. With what Care is the Duplicate and Triplicate preſerved—are they preſerved in the ſame Office?

A. They are tied up with the other Papers—the firſt received is bound up in a Book.

Q. The others are preſerved in looſe Papers or Bundles?

A. Yes; in Bundles of Papers.

Q. Whether the firſt of theſe Papers that arrived was in the Office in ſuch a Manner as you had Acceſs to it—was the original Letter preſerved in your Office?

A. Yes.

Q. Had it ever been in the Department of Secrecy?

A. Yes.

Q. And had been returned to your Office?

A. Yes.

Q. If the Original goes to the Department of Secrecy, do the Duplicate and Triplicate go to that Department?
A. They come there of Courſe; they are addreſſed there; and therefore, I think it likely, that the Duplicate and Triplicate may be in that Department ſtill.

Q. (*by a Lord.*) Was the Original at any Time miſlaid—and when?
A. Yes; it was for ſome Time.

Q. For how long—and when?
A. I dare ſay, for Twelve Months at leaſt.

Q. Where was it found afterwards?
A. It was found in the Poſſeſſion of the Deputy Secretary—I found it there.

Q. (*by a Lord.*) You ſaid the original Letter firſt received was bound up in a Book—whether you mean always by Original, the firſt of the Copies that is received?
A. I mean the firſt Copy received, whether a Duplicate or Triplicate.

Q. (*by a Lord.*) How did that Letter which was firſt received come not to be bound up as uſual?
A. It was at a Time I was not in the Department, therefore I cannot tell; but I cauſed it to be bound up when I found it.

The Managers for the Commons ſtated, they would next ſhew, that the Offices of Dewan and Farmer never were united in the ſame Perſons, except in the Two Provinces where Mr. Haſtings received Money.

Read, from Book 272, the following Extract of a Conſultation of the 2d November 1784, beginning at Page 290 of the ſame Book.

"Fort William, the 2d November 1784.

"At a Council; Preſent,
John Macpherſon Eſquire.
The Governor General abſent on a Viſit to the Vizier.
Mr. Stables abſent.

"Extract of a Letter from John Shore Eſquire, Preſident, &c. of the Committee of Revenue.

"Before we proceed to this Taſk, we ſhall firſt reply to the Requiſitions in your Letter.

"Rajah Deby Sing was Farmer, Security, and Dewan of Rungpore. The Union of the Two former Offices in the ſame Perſon requires no Explanation, ſince the Practice is very general, and is founded upon ſolid and obvious Reaſons; the Inveſtiture in the Office of Dewan, during the Period in which he held the Farm, is leſs common, but not without a Precedent, for Rajah Cullyan Sing ſtood preciſely in the ſame Predicament, with regard to the Province of Beyhar. The Appointment in Queſtion was alſo notified to your Honourable Board." (*a*)

(Signed at the End) "John Macpherſon."

Then Mr. WILLIAM THOMPSON was called in, and being ſworn, was examined as follows:

Q. What is that you have got in your Hand?
A. A Notice to produce a Letter containing the original Cabooleats.

Q. Did you ſerve that Notice upon Mr. Haſtings' Attorney?
A. I did.

Q. Produce it.

The Witneſs produced a Paper, and the ſame being delivered in, was read, as follows:

"Houſe of Lords.

"You are hereby required to produce forthwith, at the Trial of the Impeachment now proſecuting againſt Warren Haſtings Eſquire, the original Cabooliats, mentioned in the Paper or Account, marked No. 1, accompanying, and referred to by William Larkins Eſquire, Accountant General in Bengal, in his Letter to William Devaynes Eſquire, Chairman of the Eaſt India Company,

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(*a*) Vide Appendix, Nº CLXII.

bearing Date the 5th Day of Auguſt 1786; and alſo the original Teeps, Obligations, or Securities ſeverally given in reſpect of the ſaid Cabooliats. Dated this 20th Day of February 1790.

We are, &c.
Wallis and Troward,
Solicitors for the Managers
conducting the Impeachment."

" To Richard Shaw Eſquire,
Solicitor for the ſaid Warren
Haſtings.

Q. Do you produce that Teep?

The Counſel for the Defendant ſtated, That Mr. Haſtings certainly had no ſuch Papers, or he would have produced them.

The Managers for the Commons deſired Mr. Hudſon might be called in again.

Accordingly Mr. **HUDSON** was again called in, and examined as follows:

Q. Have you ſearched the Books at the India Houſe for any Teep, Security, or Obligation, granted by Kelleram or Cullian Sing to Mr. Haſtings?
A. I have got a Collection of Papers concerning Kelleram's Farm, and I find no ſuch Paper among the Proceedings.

Q. Have you ſearched for it?
A. Not expreſsly; but if there had been ſuch, I ſuppoſe I ſhould have found it; and I ſhould have included it in the Collection.

Q. (*Croſs examined.*) Whether you know any Inſtance of any original Cabooleat or Teep whatever tranſmitted from India to the India Houſe?
A. Certainly not: I underſtood this was an Agreement between Cullian Sing and Mr. Haſtings, of Courſe it would not appear.

Q. But in other Caſes of Teeps or Cabooleats, are the Originals ever tranſmitted to the India Houſe?
A. Certainly not.

Q. Are there any Copies of them tranſmitted to the India Houſe?
A. If this is a Note of Hand, which I ſuppoſe it to be, there certainly is not.

Q. (*by a Lord.*) Are Copies of Cabooleats tranſmitted to the India Houſe?
A. When a Farm is let, the Cabooleats are generally, almoſt univerſally, upon the Conſultations. I do not underſtand the Difference between a Cabooleat for a Farm, and that ſpoken of.—A Teep I underſtand to be a Note of Hand.

Q. (*by Counſel.*) Are there any Inſtances, from the Beginning of Time to this Hour, of any Teeps being tranſmitted to the India Houſe?
A. No; never that I heard of.

The Managers for the Commons ſtated, They would next proceed to ſhew that it was the Opinion of the Court of Directors, that even when ſmall Preſents were made and carried to the Account of the Company, it was a Thing that ought not to be done.

Read, from Book 216, the following Extract of a Conſultation of the 7th November 1774, beginning at Page 134 of the ſame Book.

" Fort William, the 7th November 1774.

" At a Council; Preſent, Sec. Dep. Monday.
The Honourable Warren Haſtings, Governor General, Preſident;
Lieutenant General John Clavering,
Richard Barwell, } Eſquires.
Philip Francis, }
Colonel Monſon indiſpoſed.

The Preſident offers his Nuzzers to be carried to the Company's Credit.

" The Governor lays before the Board Two Bags, one containing One hundred forty-ſix Gold Mohrs, the other containing Three hundred twenty-ſeven Rupees of different Sorts, which were preſented to him in Nizzers by different Perſons, from the 1ſt Auguſt to the 31ſt of October. He has not thought it proper to diſcontinue the Cuſtom, but has accepted the Preſents on the Behalf of the Company, meaning to deliver for their Uſe, at the End of each Month, the Sums ſo received by him in the Courſe of it, which, in his Opinion, will be preferable to an abrupt Rejection of ſuch Offers, which are intended, by immemorial Uſage, as Pledges of Reſpect and Submiſſion, and accepted as an implied Aſſurance of Protection.

" He ſubmits his Intention in this Reſpect to the Judgement of the Council, and will readily correct it, if they ſhall deem the Subject of ſo much Importance, as to preſcribe a general Rule of Conduct more conformable to the Deſign and Letter of the late Act of Parliament.

Received into the Caſh.

" Ordered, That the Money be ſent to the Caſh, and carried in Account to the Company's Credit under the Head of Nuzzers; and that whatever Sums may be hereafter tendered by the Governor be received and credited in the ſame Manner.

The General's Opinion on this.

" The General conceiving it to be the Intention of the Legiſlature, that the Governor General and Members of the Council ſhould receive no Preſents, either from the Indian Powers, or any Perſons whatever, he has ſtrictly complied ſince his Arrival here, both with the Spirit of the Letter of the Act of Parliament, and has accordingly returned all the Preſents which have been made to him.

Mr. Francis.

" Mr. Francis delivers his Opinion on this Subject in the following Words.

" I have not yet received, nor do I intend to accept of any Nazir or Preſent whatſoever. The Prohibition in the Act of Parliament appears to me ſo ſtrict, that I think no Choice is left my own Diſcretion. This however is a Point on which every Gentleman will judge for himſelf, and I do not mean to impute the leaſt Impropriety to any Opinion that may differ from mine on this Subject.

(Signed) " P. Francis."

Mr. Barwell's Minute on receiving Preſents.

" Mr. Barwell delivers a Minute in conſequence of the Diſcuſſion of this Matter, as follows:

" I entirely approve of the Honourable the Preſident's Conduct in the Receipt of complimentary Nuzzirs. The Prejudices of the Natives of Hindoſtan, bigotted to their ancient Cuſtoms, make it abſolutely impoſſible to avoid deviating, in this Particular, from the Words of the Act of Parliament. The Spirit of the Act is not, however, by this ſeeming Deviation, departed from, but regarded with an Attention which ſhews the moſt ſcrupulous Reſpect to the Reſtrictions of the Legiſlature. Nuzzers are not made to the Man, but to the Station he fills, and are very different in their Nature from gratuitous Rewards, or the Gifts denominated Preſents. I therefore cannot but equally honour the Principle, while I admit the Juſtneſs of the Motive, on which official Nuzzers or Compliments are accepted by the Governor General. I ſee their Acceptance in a Light of the greateſt Propriety, perfectly conſiſtent with the Ideas of the Company, and regardful of what they have invariably recommended—Attention to the particular Prejudices, Manners, and Diſpoſitions of the Natives.

" The Governor General has thought proper to ſubmit the Nuzzirs made to his Station to the Court of Directors, to be appropriated agreeably to their Pleaſure: Small as the Object is to the Company, and to the Nation, it gives Dignity to his Character, as Guardian of the public Intereſts, and obviates all this Miſinterpretation of the Principle of the Motive which has induced him to a Compliance with the rooted Prejudices and Manners of the Aſiatics. My Experience, from long Reſidence in this Country, convinces me of the real Neceſſity there is of reſpecting Uſages in immaterial Points, and which diſregarded, would be followed by Impreſſions reſulting from a Conduct repugnant to Aſiatic Notions of Propriety and Deference.

" I might here make a Tender to the Publick of the trivial Nuzzers, to the Acceptance of which my Station has impelled me; but what is proper for the Governor General would, in me, I apprehend, appear rather in the Light of a conſequential inſignificant Diſplay of Riggidneſs* in the Exceſs. The Amount of my complimentary Nuzzirs of a Gold Mohur and Five Rupees from the Period of my Arrival at the Preſidency, exceeds not the Sum of 250 Rs, excluſive of a Compliment from the Nabob of Arcot of a few Pieces of Cloth, the Produce of his Country, and Two Shawls, a Compliment more than returned by myſelf in the Manufactures of Bengal, to the Amount of Sa Rs 3,000*, three thouſand Sicca Rupees.

* Sic in Orig.

* Sic in Orig.

(Signed) " Richd Barwell.

And at the End of the Conſultation,

" Warren Haſtings,
J. Clavering,
Richd Barwell,
P. Francis."

To ſhew that the Company approved of the Determination of the Majority of the Board laſt read in Evidence,

Read the following Extract from the printed Minutes of Evidence, beginning at Page 971 of the ſame.

" Extract of a ſeparate General Letter from the Court of Directors to the Governor General and Council at Fort William, in Bengal, dated the 15th December 1775.

43. " As the Cuſtom of receiving complimentary Nazirs, or Preſents, is not only liable to Abuſe, but alſo contrary to the late Act of Parliament for regulating Indian Affairs, we much approve the Determination of the Majority to refuſe all ſuch Preſents; and direct that ſtrict Obe-

dience be paid to the ſaid Act, not only by all the Members of our Council, but by every Perſon in our Service, and by all Britiſh Subjects reſiding in India under our Protection.

Signed (at the End of the Letter)

" Chs Boddam,
Pet. Laſcelles,
Thos Rumbold,
J. Stables,
Edwd Wheler,
Jn. Woodhouſe,
W. Devaynes,
John Harriſon,
John Roberts,
Wm James,
G. Wombell,
Robt Gregory,
John Michie,
Fredk Pigou."

To ſhew that the Defendant preſented to the Company the Sum of 20,000l. received from Cheit Sing, as his own Money;

Read, from Book 26, the following Extract of a Conſultation of the 26th June 1780, beginning at Page 560 of the ſame Book.

" Fort William, 26th June 1780.

At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Philip Francis, } Eſquires.
Edward Wheler, }

Lieutenant General Sir Eyre Coote abſent on a Viſit to the different Stations of the Army.

" Extract from Governor General's Minute.

" I now revert to my Propoſition, and requeſt the Board to reconſider their Objections to the Inſtructions which I have propoſed to be given to Major Carnac. I have not the Preſumption to expect that they will be influenced by any Reaſonings which I have uſed, having had too much Experience of the Inſufficiency of Official Argument to overcome a decided, and much leſs a confederate Oppoſition; but as the Expence which will attend the Meaſure which I have recommended, is the only formal Objection made to it, I hope I may be allowed to remove it by offering to exonerate the Company from it, and to take it upon myſelf. That this Propoſition may not be miſunderſtood, and that I may not bind myſelf by Engagements, which may exceed my Power to fulfil them, I will explain myſelf:

" The regular Pay and Batta of the Troops which are to form Major Carnac's Detachment, conſtitute no Part of the Expence of it, ſince theſe would be the ſame in their Amount, although the Battalions remained in their original Quarters. Neither ought the Suſpenſion of the Subſidy to be charged to the Expedition, ſince it is probable, and I regard it as certain, that the Ranah, having no further Call for our Aid within his Country for the ſole Defence of it, will be glad to be relieved from the Expence attending it, and becauſe it is propoſed, in the laſt of the Minutes of Meſſrs. Francis and Wheler, to withdraw it. The Contingencies of the Detachment are, therefore, the only Expence that can be reaſonably charged to the Expedition. Theſe I rate far below Two Lacks of Rupees. That Sum I offer to contribute to this Diſburſement: I have already depoſited it, within a ſmall Amount, in the Hands of the Sub-Treaſurer; and I beg that the Board will permit it to be accepted for that Service. (a)

(Signed) " Warren Haſtings.

" Ordered, That the foregoing Minute lie for Conſideration.

(Signed at the End of the Conſultation)

" Warren Haſtings,
P. Francis,
Edwd Wheler."

The Managers for the Commons ſtated, they would next deliver in a Paper containing a Reference to ſuch Parts of the printed Evidence, as the Managers relied on, to prove the Receipt of Preſents from Saddanund, the Vackeel of Cheit Sing, and from the Nabob Vizier.

The ſame was delivered in, and is as follows:

(a) Vide Appendix, N° CLXIII.

"A Reference to ſuch Parts of the Evidence, as the Managers rely on, to prove the Receipt of Preſents from Saddanund, the Vackeel of Cheit Sing, and from the Nabob Vizier.

SADANUND,—Two Lacks.

To ſhew the Receipt of the Two Lacks charged to be received from Sadanund.

Printed Minutes, Benares 1788.
96 Haſtings's Defence.

Printed Minutes, 1790.
1103 Haſtings to the Directors. 1780, November 29.
1114 Same to ſame. 1782, May 22.
1115 Account referred to in the laſt.
Ibid. Affidavit of Larkins annexed.
1151 Haſtings to the Chairman of the Directors, from Cheltenham. 1785, July 11.
1153 Larkins to the Chairman of the Directors,—Par. 11, 12, 13, 14. 1786, Auguſt 5.

Printed Minutes, 1788.
562
563
564
565
571 } Major Scott's Examination.
572
573
574

VIZIER,—Ten Lacks.

To ſhew that Haſtings took the Bribe of £. 100,000 from the Vizier.

Printed Minutes, 1788.
544 Haſtings to the Directors. 1782, January 20.
545 Middleton's Examination.

Haſtings's own Account of that Tranſaction; his Acknowledgement of it to the Directors, when, as he ſtates, it could no longer be concealed; and his Application to the Company to have it allowed to himſelf.

553 Haſtings to the Directors.—Cheltenham. 1785, July 11.
555 Middleton to Haſtings. 1782, January 10.
556 Middleton I. B. to Larkins. 1781, Auguſt 22.
Ibid. Same to Roberts. ibid. ibid. 30.
Ibid. Haſtings to Wheler. ibid. October 13.
557 Same to the Directors. 1782, May 22.
558 Same to ſame. ibid. December 16.

An Account of the Produce of this Sum given to Haſtings by the Nabob.

Ibid. Account. 1782, May 22.
559 Larkins's Affidavit. ibid. December 16.
Ibid. Directors to the Council. 1783, January 15.
560 Larkins to the Directors. 1786, Auguſt 5.
Ibid. Account incloſed.

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566 } Major Scott's Examination.
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To trace the Preſent through Gopaul Doſs, to the Time the Begums were plundered; and to ſhew that Gopaul Doſs was particularly recommended by Haſtings to Middleton.

575 Haſtings to Middleton. 1781, December 22.
576 Middleton to Haſtings. 1782, January 15.
Ibid. Same to Same. 1782. February 21.
577 Middleton to Palmer. 1781, October 29.
Ibid. Same to Haſtings. 1782, October 23.

The Managers for the Commons ſtated, they would next proceed to give ſome Evidence in regard to a Matter in Charge in the 14th Article, connected with the Receipt of Preſents, in reſpect of an Offer of another Sum of 100,000*l.* from the Nabob Vizir.

Then Mr. HUDSON was called in again, and examined as follows:

Q. Have you ſearched the Proceedings of the Bengal Conſultations in the Month of February 1782?

A. I have.

Q. Does any Offer of a Preſent of a 100,000 *l.* from the Vizir to Mr. Haſtings, appear upon the Proceedings of that Month?

A. There does not.

Q. Do any Inſtructions from the Governor General to Mr. Palmer appear upon thoſe Proceedings?

A. They do not appear till the 21ſt of October 1783.

The Managers for the Commons ſtated, they would next produce the Inſtructions of Mr. Haſtings to Major Palmer.

Read, from Book 84, the following Extract of a Conſultation of the 21ſt of October 1783, beginning at Page 753, of the ſame Book.

☞ [" Fort William, 21ſt October 1783. Secret Dept. Tueſday.

" At a Council; Preſent,
The Honourable Warren Haſtings Eſquire, Governor General, Preſident;
John Macpherſon, and John Stables, } Eſquires;
Mr. Wheler abſent up the Country.

" The Governor General delivers in the following Minute, accompanied by a Copy of his Inſtructions to Major Palmer. N° 71.

Governor General's Minute.

" Governor General.—The frequent Uſe which has been lately made of Major Palmer's Name in the Records of the late Tranſactions at Lucknow, the Aſſertion made by Mr. Johnſon in his Defence, that Major Palmer was at Lucknow in the Character of a Political Agent, and the private Suggeſtions which have been conveyed to me, of Miſconſtructions paſſed on the Nature and Object of Major Palmer's Deputation, compel me to lay before the Board the original Inſtructions which he received from me, and which, if I can truſt to my own Recollection, and the Rule of Conduct which I have invariably preſcribed to myſelf in Caſes of this Kind, were both ſeen and approved by the actual Members of the Board. I own that it is with Reluctance that I preſent them. They were not intended to be recorded, their primary Object being more to quiet the Mind of the Nabob, to whom I owed that Return of Attention for the honeſt Attachment which he ſhewed to me, when he thought me in Diſtreſs, and my Perſon in Danger, than for any other Purpoſe.] ☞ §(" This muſt account for the unapplied Heads of Memorandums " with which the Inſtructions conclude. I cannot at this Time, were it neceſſary, explain them; " but know that they were deſigned only to preſerve his Recollection of the looſe and undetermined Ideas, which I had communicated to him in Converſation reſpecting them.

" I deſire that this Minute, with Major Palmer's Inſtructions, may be added to the other Papers which have been recorded on the general Subject of the Complaints preferred againſt " Mr. Briſtow, and tranſmitted with them by this Diſpatch to the Court of Directors.") (*a*) §

(Signed) " W. Haſtings.

And at the End of the Conſultation,
" Warren Haſtings.
John Stables."

Q. (*Croſs examined by the Counſel.*) Whether, from your Inſpection of the Proceedings of the Eaſt India Company, it is not very frequent for Papers to be handed about from One Member to another?

A. It is uſual to ſend Papers in Circulation.

Q. And they are frequently entered at a ſubſequent Period?

A. Not at ſo long a Period as this, I believe.

(*a*) Vide Appendix, N° CLXIV.

Q. Whether you do not know that many Letters, ſuppoſed to contain Matter of Secrecy, have been purpoſely poſtponed?

A. There certainly are.

Q. The Inſtructions to Mr. Elliot, for Inſtance?

A. They were withheld for ſome Time; I cannot ſay for how long: Mr. Briſtow's were withheld.

Q. (*by Managers.*) Does it appear that this Offer of a Preſent to Mr. Haſtings was ever circulated?

A. It does not appear it was ever circulated.

Read, further Extract from the ſame Conſultation, beginning at Page 767 of the ſame Book.

No 73. Mr. Macpherſon's Minute.

"Mr. Macpherſon.—Though I do not remember to have ſeen Major Palmer's Inſtructions in their preſent arranged State, I remember perfectly to have ſeen detached Minutes or Memorandums of his Commiſſion to Owde in April or May 1782.

"I approved of his being ſent thither, and that Major Davy ſhould accompany him.

"The Objects of their Miſſion were, as I recollect them, to inform this Government of the real State of the Vizier's Country, on Information, which was at the Time withheld by our official Agents, to aſcertain the Cauſes of the Vizier's ſeeming Diſſatisfaction; and to endeavour to induce him to transfer Ten Lacks of Rupees that he offered to the Governor General as a Preſent, to the Company's Account, as a Donation to them. It was beſides wiſhed, and Major Palmer was ſanguine in his Expectations of ſucceeding in the Negociation, that Hyder Beg Cawn and Almaſs Ali Cawn might be induced to lend a conſiderable Sum of Money as a Loan to the Company.

"The Governor General likewiſe ſhewed me Major Palmer's Letters from Owde ſoon after his Arrival there. I do not recollect their Contents, for I was not well at the Time. Major Davy returned to Calcutta ſoon afterwards, and the Accounts we had from both confirmed me in the Repreſentations that prevailed relative to the diſtracted State of the Vizier's Country." (*a*)

Read, further Extract from the ſame Conſultation, beginning at Page 762 of the ſame Book.

"Extract of a Letter from Warren Haſtings Eſquire, to Major William Palmer, dated Fort William, 6th May 1782.

"4thly, The Nabob Vizier having, by an Intimation made to Mr. Middleton in the Month of February laſt, been pleaſed to expreſs his Deſire to make me a Preſent of Ten Lacks of Rupees, and requeſted my previous Conſent and Acceptance of the ſame, I deſire you will make my Acknowledgments, in proper Terms, for this Inſtance of his Liberality and Benevolence, and acquaint him, that I am precluded from accepting it by many Conditions, but by one eſpecially, which I beg him to take in good Part; namely, that if I had received it at the Time in which the Tender of it was made, it would have been liable to Conſtructions, even in his own Breaſt, ſo repugnant to the diſintereſted Friendſhip which I profeſs and bear towards him, that no Conſideration of perſonal Profit could have induced me to accept it at ſuch Hazard. If he ſhould renew the Offer to you, you will inform him, that my Objection remains the ſame, and is inſuperable; but that if he will be pleaſed to transfer it to the Company for the Relief of their preſent and known Diſtreſſes, I will accept it on their Behalf, with a Thankfulneſs equal to that which I ſhould have felt and expreſſed for the Gift had it been made to myſelf, the Wants of the Company being at this Time of equal Concern to me as my own: Let him underſtand this Subject rightly, and he will ſee in my Refuſal, thus qualified, the moſt convincing Proof of my Friendſhip for him, and Regard for his Intereſt." (*b*)

Then the Witneſs was aſked:

Q. When does this Preſent, referred to in that Letter and Inſtructions to Major Palmer, next appear upon the Conſultations?

A. I believe on the 12th of June 1783.

Q. Does any Thing, with reſpect to this Preſent, appear on the Minutes of the 7th of September, when Mr. Johnſon was removed?

A. I examined the Conſultations this Morning with that View, and I do not find it is mentioned there.

Q. When does it next appear?

A. Upon the 12th of June 1783.

(*a*) Vide Appendix, N° CLXIV. (*b*) Ibid.

Read, from Book 82, the following Extract of a Conſultation of the 12th June 1783, beginning at Page 71, of the ſame Book.

“ Fort William, 12th June 1783.

Bengal Secret Council.

“ At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Edward Wheler,
John Macpherſon,
John Stables,
} Eſquires.

“ Extract from Charges againſt Mr. Richard Johnſon.

Conſultation, 7th Sep. 1782. Major Palmer's Letter.

“ 3dly, For ſending repeatedly to the Vizir, and to his Miniſter Hyder Beg Cawn, to adviſe them againſt tranſferring the Ten Lacks of Rupees intended as a Preſent to the Governor General to the Company's Account, as it would be a Precedent for further Demands; which, if the Vizir did not reſiſt in the firſt Inſtance, the Government would never ceaſe to harraſs him for Money. (a)

(Signed at the End of the Conſultation)

“ Warren Haſtings,
Edwᵈ Wheler,
John Macpherſon,
John Stables.”

Read, from Book 81, the following Extract of a Conſultation of the 28th of July 1783, beginning at Page 282 of the ſame Book.

“ Fort William, 28th July 1783.

Secret Dept. Monday.

“ At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Edward Wheler,
John Stables,
} Eſquires,
Mr. Macpherſon indiſpoſed.

3d Charge, Conˢ 7th September 1782.

“ Major Palmer's Letter “ for ſending repeatedly to the Vizier, and to his Miniſter Hyder Beg Khan, to adviſe them againſt transferring the 10 Lacs of Rupees intended as a Preſent to the Governor General to the Company's Account, as it would be a Precedent for further Demands, which, if the Vizier did not reſiſt in the firſt Inſtance, this Government would never ceaſe to haraſs him for Money.”

60	a Loan,
12	for Four additional Regiments.
10	the Sum in this Charge.
Total 82	

Anſwer.

“ This Extract, and the Matter of the remaining Charges, are not in the Copy of the Proceedings of the 7th September ſent to me in December laſt. I am not the leſs ready to meet them here.

“ The Act and Intention, as far as I ſhall limit them, in admitting myſelf the Cauſe of preventing the 10 Lacs mentioned from being, at that Time, paid to the Company, are true. The Reaſons aſſigned for ſuch Prevention, “ leſt * the Nabob ſhould be again haraſſed,” &c. are the Miniſter's own Words and Objections, made to me, transferred into my Mouth. The Mode alſo, by Meſſage, is likewiſe miſrepreſented. But that is immaterial. Suffice it for me to explain the Act. I acknowledge Fifty Lacs were due in Balance. All the Nabob's Reſources not promiſing to prove equal to diſcharge this Balance, a new Claim was at this ſame Inſtant made of 82 Lacs. The Reſources in my Hands, the ſole Fund exiſting to anſwer both, the Means unequal to this End, the Queſtion remained, which of the Two Claims, the new or the old, ſhould be firſt paid? I did not heſitate one Inſtant to declare, that if any of the Aſſets placed in my Hands ſhould be attempted to be eſtranged from the Purpoſes for which they were aſſigned, I ſhould declare it a Breach of Treaty. They were to diſcharge the Balances of Years. The ſole Object of the late Treaty, and all the Meaſures connected with it, had this ſingle Point for their End. Could I, deeply pledged for the Fulfilment of this Treaty, ſubſcribe to the total Subverſion of theſe Meaſures at the very Moment of their Completion, in the Termination of the Year preſcribed and allotted for their Operation?

* Sic in Orig.

(a) Vide Appendix, Nº CLXV.

I could not; I ought not; therefore, I thus obſtructed the Whole; of courſe, the Parts of that Whole, for the Reaſons above aſſigned, and no other whatever. Whether ſuch a Preference, ſo given to a previous Claim, was criminal or meritorious, reſts with the Honourable Board to declare, when they recollect that retarding neither expunges or diminiſhes a Claim. Permit me here to ſubjoin, had the 10 Lacs been uninvolved with the 72, or had the aggregate Sum not been required within the Period left for liquidating the Balances intruſted to me, or had not the Aſſets lodged in my Hands for this Purpoſe been the ſole Funds from which ſuch Payment could be attempted, ſo far from impeding even for a Moment ſuch a Claim, I ſhould have been the firſt to ſupport and urge it to its Completion. (*a*)

Signed at the End of the Conſultation,

" Warren Haſtings,
John Macpherſon,
John Stables."

Read, from Book 84, already delivered in, the following Extract of a Conſultation of the 13th October 1783, beginning at Page 719 of the ſame Book.

[" Fort William, 13th October 1783.

☞ **Secret Dept. Monday.**

At a Council; Preſent,
The Honourable Warren Haſtings Eſquire, Governor General, Preſident;
John Macpherſon, and John Stables, } Eſquires.
Mr. Wheler abſent up the Country.

" Mr. Macpherſon.—The Charges which the Secretary has made out from the Records, againſt Mr. Richard Johnſon, for his Conduct as Acting Preſident at Lucknow, are in ſome Degree imperfect from the Want or Loſs of one of the original Letters, which ſtated his Miſmanagement. He has not availed himſelf of any Advantage by this Deficiency, but has avowed his Conduct relative to the principal Charge about the Ten Lacks, accuſeing * the Vizir's Miniſter, Hyder Beg Cawn, of the Arguments which he was ſaid to have uſed with the Vizir to prevent him from transferring to the Company the Sum which he meant for the Governor General in that Donation. The original Letter of Complaint againſt Mr. Johnſon is ſince found, and entered on the Records. The Court of Directors will determine whether Mr. Johnſon's Arguments are ſufficient to vindicate him in this important Tranſaction. As the Tranſaction was ſtated to me in September 1782, when Mr. Johnſon was ordered to quit his Station, I conſidered it as equally injurious to the Wiſhes of the Governor General, and replete with Infidelity on the Part of Mr. Johnſon to his Employers. It remains ſtill to be cleared up between Mr. Johnſon and Hyder Beg Khan. I had underſtood at the Time, that the Ten Lacks were in Bills, and not a mere Offer to pay ſuch a Sum from the future Revenues of the Country.] ☜ §(" If, in this Tranſaction, Mr. Johnſon is ſuppoſed to " have eſpouſed the Intereſt of the Vizier againſt that of the Company, the firſt Charge of Oppreſſion againſt the Vizier's Government, loſes in Proportion on the Ground of its Evidence.") (*b*) §

* Sic in Orig.

(Signed at the End of the Conſultation)

" Warren Haſtings,
John Stables."

Read, the following Extract of a Conſultation of the 21ſt October 1783, beginning at Page 774 of the ſame Book.

" Fort William, 21ſt October 1783.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
John Macpherſon, and John Stables, } Eſquires.
Mr. Wheler abſent up the Country.

" The Governor General delivers in the following Obſervations on Mr. Johnſon's Defence.

" I am morally certain that Jaidaads or Aſſets for Ten Lacks, either in Aſſignment of Land or in Bills, had been prepared, and were in the Charge or Poſſeſſion of Mr. Middleton before Major

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(*a*) Vide Appendix, N° CLXVI.

(*b*) Vide Appendix, N° CLXVII.

Palmer's Arrival, and left with Mr. Johnſon on Mr. Middleton's Departure. This Sum was declaredly given for my Uſe, but never accepted by me. The only Advantage I made of the Offer was, to requeſt the Nabob to transfer it, with the Obligation ſtill reſting with equal Weight upon my Gratitude for the original Deſtination of it, to the Company for the Relief of their preſſing Neceſſities.

" The Rectitude of this Tranſaction depends eſſentially upon Principles which every Man feels and acknowledges in his own Breaſt, but can hardly be judged by the Teſt of any official Rule. It might, indeed, have added to the Company's Claims on the Nabob, but I am not ſorry that Mr. Johnſon choſe to defeat my Intentions, ſince it would have added to the Nabob's Diſtreſſes, but with no immediate Relief to the Company. If, in his own Breaſt, he can view the ſecret Motives of this Tranſaction, and on their Teſtimony approve it, I alſo acquit him; as I do acquit him of the Charge on publick Ground. (a)

Signed at the End of the Conſultation,
" Warren Haſtings,
John Stables."

Read, a further Extract from the ſame Conſultation, beginning at Page 778, of the ſame Book.

" Upon the Whole, though I have ſtrictly delivered my Opinion on Mr. Johnſon's Defence, I muſt add, that I think he has been ſufficiently puniſhed by the Deprivation of his Office, and by the Severity with which it was immediately effected. " Not to be worſt, ſtands in ſome Rank of Praiſe." His Faults ſink to mere Errors and Inadvertencies, when compared with thoſe of his Principal; and are wholly loſt in the Contraſt with thoſe of the preſent Reſident." (b)

Read, a further Extract from the ſame Conſultation, beginning at Page 769 of the ſame Book.

" The Governor General delivers in the following Minute on Mr. Middleton's Defence.

Minute from the Governor General.

" I perceive that Mr. Middleton has alluded, as Mr. Johnſon has alſo done, to certain unexplained Claims made on the Nabob Vizier by Major Palmer, amounting to 82 Lacks of Rupees. As neither explain them, but ſpeak of them as Points of undoubted Credit, I think it proper to declare my Doubts and Diſbelief of them, and to aſſign my Reaſons, as far as I can in remote Recollection, of the little which I have ever known concerning them. Ten Lacks of this Sum have been explained by me, to relate to a Proviſion to that Amount actually made; and, as I have ever underſtood, delivered to the Preſident for its deſtined Appropriation." (c)

Read, a further Extract from the ſame Conſultation, beginning at Page 779 of the ſame Book.

" In Conſequence of the Opinions delivered by the Governor General, and other Members of the Board, on the Defence made by Meſſrs. Middleton and Johnſon againſt the Charges exhibited againſt them, the following Letters to the * were drawn up by the Secretary, and are applied * by the Board." (d)

* Sic in Orig.

Read, alſo, a further Extract from the ſame Conſultation, beginning at Page 780 of the ſame Book.

" To Mr. Richard Johnſon.

" 3d. The Board decline paſſing their Judgement upon the Iſſue of the Third Charge, but leave it in Reference to the Honourable the Court of Directors to decide upon your Reply to this Article." (e)

Read, from a Book already delivered in, the following Extract of a Conſultation of the 10th November 1783.

" Fort William, 10th November 1783.

Sec. Dep. Monday.
Bengal Secret Council.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Edward Wheler,
John M'Pherſon,
and
John Stables, } Eſquires.

" The following Letters from Mr. Richard Johnſon having been alſo received and circulated, the Minutes recorded after them were returned to the Secretary.

To the Honourable Warren Haſtings, &c. &c.

" You have been pleaſed to declare me guilty of the 1ſt, 2d, 4th, 5th, and 6th Charges; not guilty of the 7th—and the Third you decline any Opinion upon, referring it to the Court of Directors, together with the Tranſaction with the Bankers.

(a) Vide Appendix, Nº CLXVIII. (b) Vide Appendix, ibid. (c) Vide Appendix, Nº CLXIX. (d) Vide Appendix, ibid. (e) Vide Appendix, ibid.

"It is probable that there can be no Evidence before the Court of Directors, beyond what is before your Honourable Board, to enable them to clear up what you cannot determine upon. By referring Part of my Caſe to them, my Fate again becomes in ſo far protracted to an eventual Iſſue of 18 Months; and as you have been pleaſed to declare me ſufficiently puniſhed by my Removal, this additional Sufferance would militate againſt ſuch Declaration. Let me therefore ſolicit you to paſs a determinate Opinion of Guilt or Acquittal upon theſe two Heads, as the Court of Directors in their Purſuit of Juſtice muſt be benefited by the Aſſiſtance of you * Sentiments given on the Spot ſo much nearer to the Impreſſion and Conviction of local Evidence.

* Sic. in Orig.

"Further, as the Tendency of apparent Intentions in any Act is generally underſtood to go far in eſtabliſhing the Criminality of that Act, it might * of Service to the Cauſe of Juſtice, if your Honourable Board would be pleaſed to go one Step further in the Explanation of your Opinion upon my Conduct, by adding to the whole of your Sentence a Declaration, whether the Acts which you fix upon me appear to have been effected with any Criminal Intentions againſt the Intereſts of my Employers, or whether they appear to have originated in an erroneous Judgment of the Orders I acted under, or, in ſhort, whether they were ſtimulated by a malicious and wanton Exertion of miſplaced Power, or a good Intention ignorantly purſued.

* Sic in Orig.

"I venture to crave this additional Opinion, not only to mark your explicit Sentiments upon my Conduct for the full Information of the Court of Directors, but alſo to ſerve in the Event of a favourable Deciſion as an Aid and Support to myſelf in ſoliciting your further Employment, in the Hope of being now indulgently deemed qualified to undertake ſuch Duty in the general Buſineſs of the Service as the Honourable Board may be pleaſed to allot me.

"Fort William, I have the Honour to be, &c. &c.
31ſt October 1783. (Signed) R. Johnſon."

Signed at the End of the Conſultation,
"Warren Haſtings,
Edward Wheler,
John Stables."

"To Edward Hay Eſquire, Secretary.

"My Letter requeſts a Deciſion on the Third Charge, without Reference to the Court of Directors. Upon this Head, I find in the Governor General's Minute, the following Words: "I do acquit him (Mr. Johnſon) of this Charge on publick Ground." Upon the ſame Subject, Mr. Wheler ſays, "Mr. Johnſon, in Point of official Regularity, may appear correct in admitting the old Claim upon the Vizier in Preference to the new." Theſe two favourable Extracts, if they are not the unmixed Tendency of the Reſolution of the Board, yet they ſhew Ground for not leaving the Charge to the diſtant Deciſion of the Court of Directors, which is the whole Aim of my Requeſt on this Article. (*a*)

(Signed at the End of the Letter)
"R. Johnſon."

Read, a further Extract from the ſame Book, and the ſame Conſultation, as follows:

"Fort William, 10th November 1783.

Secret Dep.
Monday.
Bengal Secret Council.

At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
"Edward Wheler,
John McPherſon,
and
John Stables,
Eſquires.

"The following Letter was in Conſequence written to Mr. Johnſon, by the Secretary.

"To Mr. R. Johnſon.

"Sir,

"I am directed by the Honourable the Governor General and Council to acknowledge their Receipt of your Letter of the 31ſt Ulto. in Anſwer to which, as well as to your Letter to me of the 4th Inſt. I am ordered to acquaint you, that the Reference in your Caſe to the Honourable the Court of Directors, being intended to be made upon thoſe general Principles by which all the Acts and Proceedings of this Government are referred in Courſe to them for their final Approbation and Confirmation, it ſtands as follows in the Board's General Letter to the Court of Directors ℘ Nurbudda.

"For the Particulars of the Charges which were prepared againſt Meſſrs. Middleton and Johnſon for their Conduct at Lucnow, together with their reſpective Defences, and our ſeveral Opinions upon them, we beg to refer you to the Conſultations noted in the Margin." (*b*)

"I am,
"Council Chamber, "Sir, &c.
10th Nov. 1783. (Signed) "E. Hay, Pub. Secy."

(*a*) Vide Appendix, Nº CLXX.

(*b*) Vide Appendix, ibid.

The Managers for the Commons ſtated, they would next ſhew the Appointment of Mr. Johnſon to one of the moſt important Embaſſies connected with the Britiſh Government.

Read, from Book 282, the following Extract of a Conſultation of the 20th of January 1784, beginning at Page 258 of the ſame Book.

“ Fort William, 20th January 1784.

“ At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Edward Wheler, } Eſquires.
John Stables, }
Mr. Macpherſon abſent.

“ The Governor General.—Having long ſince apologized to the Nabob Nizam Ally Cawn for delaying to depute a Public Miniſter to his Court, ſince the Receipt of his Acquieſcence, moſt liberally and chearfully given to the propoſed Appointment of Mr. R. J. Sulivan to that Office, and the preſent Criſis of our Affairs rendering it eſſentially neceſſary to have * Repreſentative of this Government at the Court of a Prince who has lately acquired an Aſcendant over all the principal States of Deckan, for the Purpoſe of guarding againſt and counteracting any Intrigues to the Prejudice of our Intereſts, and keeping his Mind ſteady to the favourable Diſpoſition which he has hitherto profeſſed and manifeſted towards us, but which is liable to be ſhaken by the apparent Neglect which may be conſtrued from a longer Suſpenſion of this Meaſure, I am, by theſe Conſiderations, induced to bring this Subject again at this Time before the Board; and having judged Mr. Richard Johnſon to be duly qualified for ſo important a Truſt, I recommend that he be appointed thereto, with the ſame fixt Salary and Allowances as are drawn by other Miniſters, and that his contingent Bills be paſſed in the ſame Manner as thoſe of Mr. Hollond.

* Sic in Orig.

“ Agreed, That Mr. Richard Johnſon be appointed Reſident on the Part of this Government at the Court of the Nabob Nizam Ally Cawn, with the ſame fixt Salary and Allowances as are drawn by other Miniſters, and that his contingent Bills be paſſed in the ſame Manner as thoſe of Mr. Hollond were. (a)

(Signed at the End of the Conſultation)

“ Warren Haſtings,
Edwd Wheler,
John Stables.”

The Managers for the Commons next deſired, that a Letter from the Vizier might be read.

Book 285. Nº 57.

“ From the Vizier. Received 23d Auguſt 1782.

Par. 57. “ Major William Palmer and Mr. Davy have made known to me your Orders, reſpecting my Authority in the Country, with great Regard and Conſideration, and have made me grateful * for your Favours. They aſked for a Paper of Requeſts, which I accordingly wrote and gave to them; they afterwards ſpoke about Ten Lacks of Rupees for the Expences of the Sircar of the Company; next, they ſpoke about Four Regiments, that I ſhould employ them from the Company's Troops in the Sebundys of my Country. Reſpecting theſe Two Articles, although I have no Power, yet, as Major William Palmer repeatedly ſaid, that this would be giving Pleaſure to the Nawab (meaning your Highneſs), being remedileſs, in Obedience to your Will I wrote a Letter to Major Palmer in the Manner I agreed to it, from which you will become acquainted with it. They now ſay, that as important Matters are in Hand, for the Expences of the Company's Sircar, I muſt give Sixty Lacks of Rupees by way of Loan, that either I muſt borrow it from the Merchants, and from my Relations, and take a Bond, or give Aſſignments on the Country. After Two Years, when this Matter ſhall have been ſettled, that Money ſhall be repaid; my Country and Property belong to your Highneſs, to the utmoſt of my Life. I am not backward in the Company's Affairs and your Highneſs's Pleaſure. By the Bleſſing of God you are wiſe in the Times. The full Particulars of my Country are not concealed from you. How ſhall I make known my Situation? From the Time that theſe Propoſitions have been made, all Judgment has left my Mind. After the Death of the deceaſed Nawab, on Account of the Greatneſs of the Expences of the Army of the Sircar of the Company, which was here, I ſupported myſelf in a Manner that I cannot deſcribe.

* Sic in Orig.

I never found Reſource equal to the neceſſary Expences: Every Year, by taking from the Miniſters, and ſelling the Articles of my Karkhanna, I, with great Diſtreſs, tranſacted the Buſineſs; but I could not take care of my Dependants; ſo that ſome of my Brothers, from their Difficulties, aroſe and departed; and the People of the Khord Mahault of the late Nawab, who are all my Mothers, from their Diſtreſſes, are reduced to Poverty, and involved in Difficulties.—No Man of Rank is deficient in the Care of his Dependants, in proportion to his Ability.

(a) Vide Appendix, Nº CLXXI.

Notwithſtanding the Exiſtence of theſe Diſtreſſes, I am thankful and ready to ſatisfy you. But never was the Money of the Tuncas for the Brigades, &c. received without a Balance from the Jaidad of the Company; and yet the Gentlemen, to the utmoſt of their Abilities, were guilty of no Neglect in taking Aſſignments, and collecting the Money. This Year, that you, from your Goodneſs, having diſcovered the State of my Diſtreſſes, recalled the Brigade and Battalions, and granted me an Engagement that all Matters ſhould be as in the Time of the deceaſed Nawab, I took from my Mother, and diſcharged the Balances to the Company's Sircar as they appeared from my Bond. Many Years are required to relieve me from the former Diſtreſſes. I know, that as you, from real Affection, had releaſed me from the Weight of Expences, I ſhould have ſome ſmall Relief from the neceſſary Expences at this Time theſe Propoſitions are brought forward. My Brother and Companions, from the Reſumptions of the Jagheers, are reduced to great Affliction and Diſtreſs; from the Mahajens of this Town ſhould I requeſt the Loan of One or Two Lacks of Rupees, they cannot give it, having no Reſources. I have never been deficient in the Friendſhip of the Company, and Obedience to your Pleaſure. I have looked upon my Difficulties as a Cauſe of Satisfaction, and am always ready to execute your Commands. In theſe Propoſitions I am aſtoniſhed and confounded at my bad Fortune, that I ſhould have ſuch a compaſſionate Friend as your Highneſs, and be involved in ſuch a Situation. What Anſwer can I give, and how can I ſupport my Life?

" Difficulty, with your Favour, becomes eaſy; what is eaſy, by your Neglect becomes difficult. Night and Day paſs in Grief and Affliction. Either make looſe my Difficulties, or elſe call me to your Preſence. I will reſide with your Highneſs, and whenever you ſhall give me my Diſmiſſion, with the Favours and Affection which belong to you, I ſhall return to my Country, and be releaſed from continual Afflictions."

" Encloſures.

" N° 1. Copy of a Letter from the Nawab Vizier to Major William Palmer, dated 19th Shabaun.

" On the Subject of Ten Lacks of Rupees, you repeatedly have ſaid, that the Nawab Governor's Pleaſure is, that I ſhould give them for the Expences of the Company's Sircar. The Nawab Governor's Will is binding upon me. I can make no Excuſes. Take Ten Lacks of Rupees for the Expences of the Company's Sircar. But you have ſaid, that if I am willing to aſſiſt the Affairs of the Company's Sircar, you will fulfil my Requeſts agreeably to the Paper, as the Nawab Governor's Permiſſion is arrived. With reſpect to the Two Points of which you have ſpoken, I agree to both of them, and will give for the Expences of the Company's Sircar Ten Lacks of Rupees this Year, and Six Lacks of Rupees yearly, in lieu of Regiments, upon Condition that I obtain my Requeſts and Authority. It is proper that you adjuſt my Requeſts, agreeably to the Paper upon which the Nawab Governor has given Orders, and reſtore me to the Management of every Concern."

" N° 2. Copy of a Letter from the ſame to the ſame, dated 30th Shabaun.

" In Anſwer to your Demand of a Loan of Sixty Lacks of Rupees, I repreſented and explained to you, with the greateſt Reverence, the full Particulars of my Inabilities; that in Caſes where I have Power and Ability, I am never negligent, to the Extent of my Life, in promoting the Affairs of the Company's Sircar, and in obeying the Nawab Governor's Orders. You, in my Preſence, ſpoke to me, and ſent a Meſſage to me, that if I did not give Sixty Lacks of Rupees, by Way of Loan, the Nawab Governor would be highly diſpleaſed, and would quit my Friendſhip, and would alſo recall the Old Brigade which is here; and beſide, the * whatever may be the Nawab Governor's Will you did not know. Why did not you give me prior Information that it would proceed to this Extremity?

* Sic in Orig.

" My Friend! the Friendſhip of the Company, the Nawab Governor, and the Gentlemen of the Council, is fixed in my Heart, and I have remained ſo inattentive and forgetful, from a Dependance on their Friendſhip and Satisfaction, that I have nothing left to me but my Name; and every Thing elſe belongs to them.

" To the Glorious and Omnipotent God it is known, what Diſtreſſes having brought upon myſelf, in the Obedience to his Pleaſure, I have ſupported Life. Notwithſtanding all this, you make theſe Kinds of Propoſitions and Meſſages on Behalf of the Governor. I had never an Idea that the Nawab Governor would behave in ſuch a Manner towards me, as to withdraw his Favour and Friendſhip; if it is really and fully known to you, that the Nawab's Will is to ceaſe the Connection, I will go myſelf to his Preſence, and explain my Situation. Had I any Reſources, I would not make any Delay and Excuſes. If the Nawab will be favourable, it is well; if not, I will remain there. As I, conformably to the Nawab's Letter, conſider what you ſay to have been ſpoken by the Nawab, having repreſented all my Particulars, when you anſwer that in future, there will be no Blame on you for the Diſgrace of this Place; therefore, being remedileſs,

leſs, I write this much, that my Friendſhips for the Company, the Nawab, and the Gentlemen of Council, are not ſuch as to be thrown to the Wind without a Cauſe; and to the End of my Life I cannot agree to it; the Nature of the Governor's Firſt Meſſage of Friendſhip was ſuch: At this Time, Propoſitions to this Effect confound me greatly. In ſhort, whatever you know of the Nawab's Intentions, write to me explicitly; as in this Caſe my remaining here is impoſſible.

The Managers for the Commons deſired to refer the Houſe to Page 799 of the printed Minutes, to ſhew that the ſaid Letters and Complaints of the Vizier, and his Accounts of thoſe Sums of Money, were ſuppreſſed, and did not appear upon the Conſultations till the Month of February 1785.

Then Mr. WILLIAM WRIGHT was again called in, and examined as follows:

Q. Have you made out any Account of the Net Receipts into the Treaſury of Bengal, from the Landed Revenue, of the Four Years preceding the Year 1780, and the Four Years ſubſequent to the Year 1780?
A. I have ſuch an Account in my Hand—from 1776 to 1780, and from 1781 to 1785.

Q. Did you make out that Account from the Books of the Eaſt India Company?
A. I did; from the Conſultations of the Revenue Department of May and July 1785.

Q. Does any Difference appear between the Total Net Receipts of the Firſt Four Years, and the Total Net Receipts of the laſt Four Years?
A. In the Firſt Four Years, the Total Net Receipt was Seven Crore Eighty-one Lacks and odd Rupees; and in the laſt Four Years, Seven Crore Sixty-two Lacks and odd Rupees.—Deficiency in the laſt Four Years, Eighteen Lacks.

Q. Have you any Account of the Charges of the Collections of the Bengal Revenue in thoſe Years?
A. I have. In the Firſt Four Years, the Charges of Collection amounted to Two Crore Sixteen Lacks; in the laſt Four Years, to Two Crore and Seventy-one Lacks: Increaſe in the laſt Four Years, Fifty-five Lacks.

Q. Then it appears, that in the laſt Four Years there was a Diminution in the Receipt of Eighteen Lacks, and in the ſame Four Years an Increaſe of Expence Fifty-five Lacks?
A. The Diminution of the Receipt is after the Deduction of thoſe Charges.

Q. Your Account is an Account of the Net Receipts into the Treaſury, after deducting all Charges?
A. It is.

Q. Is there a Difference in the laſt Four Years of Eighteen Lacks?
A. It is ſo.

Then the Witneſs delivered in Two Papers—the ſame were read, and are as follow:

BENGAL REVENUES.

	Current Net Collections.	Balances collected.	Total.
1776—7	187,15,865	13,94,769	201,10,634
7—8	170,49,710	20,78,451	191,28,161
8—9	173,95,871	19,19,747	193,15,618
9—80	180,21,226	15,66,322	195,87,548
	R^{s} 711,82,672	69,59,289	781,41,961
1781—2	189,55,004	6,23,989	195,78,993
2—3	188,24,855	6,50,462	194,75,317
3—4	181,93,492	4,49,916	186,43,408
4—5	176,68,646	8,91,702	185,60,348
	R^{s} 736,41,997	26,16,069	762,58,066
		Leſs in laſt Four Years	18,83,895
1777 to 1780		Total	580,31,327
1781 to 1784			576,97,718
		Leſs in laſt Three Years	3,33,609

(a) Vide Appendix, N° CLXXII.

	Current Net Collections.	Balances collected.	Total.
1774—5	195,69,610	17,40,399	213,10,009
5—6	195,25,825	12,18,176	207,44,001
6—7	187,15,865	13,94,769	201,10,634
	578,11,300	43,53,344	621,64,644
Total in 1781 to 1784			576,97,718
		Leſs in laſt Three Years	44,66,926

Eaſt India Houſe,
2d June 1790.

Errors excepted.

Wm Wright,
Auditor of Indian Accounts.

BENGAL CHARGES COLLECTION.

1776—7	Rs 49,05,739
7—8	53,80,818
8—9	56,45,947
9—80	56,80,637
	Rs 216,13,141
1781—2	66,55,869
2—3	59,63,661
3—4	71,29,094
4—5	73,73,738
	Rs 271,22,362
Increaſe in laſt Four Years	Rs 55,09,221

Eaſt India Houſe,
2d June 1790.

Errors excepted.

Wm Wright,
Auditor of Indian Accounts.

(*Croſs examined.*)

Q. Whether you have examined what was the comparative Amount of the groſs Collections in the Firſt Four Years, and in the other Four Years? Was more collected in the laſt Four Years than in the former?

A. I believe that has already been ſtated in Evidence. The Increaſe of the Groſs Collections in the laſt Three Years amount to 33 Lacks.

Q. (*by a Lord.*) That is the Groſs Revenue?

A. No; the Net Collection of the Revenue of the current Year.

Q. (*by the Managers.*) In that Account is there an Account of the collected Balance; aye or no?

A. Certainly not.

Q. Then from that Account the total Receipts into the Company's Treaſury from the Bengal Revenue does not appear?

A. No; it does not.

Q. Do the total Net Receipts appear in the Account you have now given?

A. They do.

Q. (*by Counſel.*) Whether it appears from the Account you have delivered in, what were the Particulars in which the Expenditures exceeded the Expenditures of the former Period—in what Particulars?

A. I have not the Particulars of the Charges here, but I believe they are already in Evidence.

Q. (*by a Lord.*) Is it ſo, that they are in Evidence?

A. It is ſo certainly.

Q. (*by a Lord*). You do not know, nor have in your Hand, any Account of the Articles of Expence in collecting the Revenue of the laſt Year?

A. No; I have not. The Particulars of the Charges here, are printed, I believe, in the Evidence.

The Managers for the Commons ſtated, that the Particulars of the Charges now under Enquiry, would be found in Page 1194 of the printed Minutes—the Account of one Year, and the Account of the Particulars of the Charges for all the other Years, are to be found in the Appendix.

Q. *(by a Lord.)* Then your Sum Total is made up of thoſe Particulars which are printed, either in the Evidence, or the Appendix?

A. Yes; it is ſo.

The Counſel for the Defendant deſired that the Particulars of the Years 1784—5 might be printed, in the ſame Manner as the Particulars of all the other Years.

The ſame was ordered. (*a*)

Then the Witneſs was aſked,

Q. What Remittances Mr. Haſtings made, diſtinguiſhing each Year, through the Caſh of the Company, to England upon his own Account, beginning in the Year 1772?

A. I have ſuch an Account in my Hand.

The Witneſs read from a Paper, which he afterwards delivered in; the ſame was read, and is as follows.

" An Account of Remittances made by Mr. Haſtings, through the Company's Caſh, ſince April 1772.

			C. Rs	£.
" Dec. 1772.	Paid into the Bengal Treaſury for Bills on the Court		74,264 at 2 s. 2½ d.	8,200
May 1774 to April 1775,	Paid into ditto, for ditto	—	98,654 at ditto	10,893
1775 —— 1776	ditto	ditto —	1,80,480 at 2 s. 1 d.	18,800
1776 —— 1777	ditto	ditto —	1,96,800 at ditto	20,500
1777 —— 1778	ditto	ditto —	1,08,000 at ditto	11,250
1778 —— 1779	ditto	ditto —	1,43,000	
	to be drawn from China at 5 s. 2 d. the Dollar			14,880
1779 —— 1780	ditto	ditto —	81,600 at 2 s.	8,160
	ditto	ditto —	40,000 at 2 s. 1 d.	4,167
1780 —— 1781	ditto	ditto —	43,000 ditto	4,479
	ditto	ditto, Account the Remittance Loan, at 4 per Cent. 1,66,000, at 2 s. which, with Intereſt, amounted in Bills to —		18,610
1783 —— 1784,	Paid into the Bengal Treaſury for Bills to be granted February 1785, for which, with Intereſt, Bills were drawn for 2,02,000 — — — — —			22,319
1784 —— 1785,	Paid into ditto for ditto 58,000, for which Bills were drawn for — — — — — —			5,245
	Paid into ditto, for Bills on the Court,		13,450 at 2 s. 1 d.	14,010
Jan. 1776,	Paid into the Treaſury at Canton, for Bills on the Court, in Favour of Meſſ. Woodman, Waller, and Sykes, Account the Honourable Warren Haſtings — — — — — —			19,366

" Amount Value of Diamonds remitted to Europe, by or on Account of Warren Haſtings, from 1772.

1773 —— 1774	— — —	Rupees	1,44,114
1774 —— 1775	— — — — —		2,71,140
1775 —— 1776	— — — —		50,000
1779 —— 1780	— — — — —		30,000
1781 —— 1782	— — — — —		24,632
1784 —— 1785	— — — — —		12,500
1785 —— 1786	— — — —		46,400
		Rupees	5,78,786
		Valued at 2 s. are	£. 57,878
			£. 221,340
			17,417
			£. 238,757

(*a*) Vide Appendix, Nº CLXXIII.

Then the Witneſs was aſked,

Q. Have you any Account of the Bonds outſtanding in Mr. Haſtings's Name?
A. I have not.

Q. Are there any other ways of Remittance from India but through the Company?
A. Not that I know of: I have heard that many Perſons in India have remitted their Fortunes through foreign Channels.

Q. (*by Counſel.*) Whether the Officers at the Settlement at Calcutta have not an Annual Privilege of remitting; whether it is not permitted to all the Company's Servants at Calcutta?
A. They had till very lately, I believe till the Year 1786.

Q. (*by a Lord.*) A Privilege to a certain Extent?
A. Yes.

Q. Does not a very conſiderable Share of the Privilege of remitting fall to the Governor General?
A. Certainly.

Q. Have you any Means of knowing whether the Sums you have ſtated to be remitted were Mr. Haſtings's own Property, or the Property of other Perſons remitted through his Name?
A. The Money appears to have been paid in by Mr. Haſtings himſelf, or in his Name.

Q. Have you any Means of knowing whoſe Property it was, or on whoſe Account it was remitted?
A. No more than I have ſtated.

Q. To whom are theſe Bills made payable?
A. To Meſſrs. Woodman, Waller, and Sykes—except to the Amount of £18,000.

Then JOHN SHORE Eſq. was called in, and being ſworn, was examined as follows:

Q. Inform the Houſe whether you have ſeen a Minute inſerted in the Revenue Conſultations of the 18th of May 1785, purporting to convey a Plan of yours for the Adminiſtration of the Revenue?
A. I believe I have ſeen the Paper to which the Honourable Manager alludes; I ſuppoſe it is the ſame that he ſhewed me.

Q. Whether you gave Mr. M^{c}Pherſon ſuch a Paper, and whether it is your Writing?
A. I certainly did give Mr. M^{c}Pherſon ſuch a Paper; I believe it to be the ſame as what I then wrote, allowing for the Errors of the Tranſcriber.

Q. Whether when you wrote that Paper, you meant to deliver your real Sentiments to Mr. M^{c}Pherſon?
A. I certainly did.

The Managers for the Commons deſired the Paper might be read.

The Counſel for the Defendant conſenting to the Paper being read, the ſame was read, and is as follows.

"Fort William, the 18th May 1785.

"At a Council; Preſent,
The Honourable John Macpherſon Eſquire, Governor General, Preſident;
and John Stables Eſquire.
The Honourable Charles Stuart indiſpoſed.

Mr. Shore's Remarks accompanying Governor General's Minute.

"Remarks on the Mode of adminiſtering Juſtice to the Natives in Bengal, and on the Collection of the Revenue.

"1ſt. The Company are in Poſſeſſion of a very extenſive Territorial Juriſdiction in Bengal, equally fertile, populous, and advantageous to the Britiſh Nation, for the large Returns it makes in Revenues and Manufactures.

"It becomes a Queſtion, What Syſtem of Government can be beſt adopted for the Management of this Territory? This cannot be anſwered till ſeveral leading Facts have been aſcertained.

"Bengal is inhabited by various Sects, amongſt which that of the Hindoos may be eſteemed to make up Eight Tenths of the Population: They are the Aborigines of the Country, and by Nature and Religion are peaceable and inoffenſive.

"Their National Character is the Compound of their Characters as Individuals: An obſtinate Attachment to all their Cuſtoms and Prejudices, whether ſuperſtitious, ceremonious, or traditional, may be deemed a general Characteriſtic of the Hindoos.

"Their Manners partake of the Nature of the Government under which they have ever lived: And this has been arbitrary or deſpotic; the Natives are timid and ſervile. As Individuals, they are inſolent to their Inferiors; to their Superiors, generally ſpeaking, ſubmiſſive; though they are to them alſo guilty of Inſolence, where they can be ſo with Impunity.

" Speculation they ſeldom indulge in any Tranſactions; the preſent Hour is what they alone look to the Advantage of, which they will not forego for greater certain Proſpects, if remote. They are as little moved by Curioſity.

" Individuals have little Senſe of Honour; and the Nation is wholly void of Publick Virtue. They make not the leaſt Scruple of lying, where Falſehood is attended with Advantage; yet both Hindoos and Mahomedans continually ſpeak of their Credit and Reputation, by which they mean little more than the Appearance they make to the World. Of the Two, the latter are more tenacious of this; the ſame Man that will ſubmit to the greateſt Indignities exerciſed upon him in private, will be clamorous at an Affront put upon him before his Servants or the Publick.

" Cunning and Artifice is Wiſdom with them; to deceive and overreach is to acquire the Character of a Wiſe Man.

" The greateſt Diſgrace they can ſuffer is to loſe their Caſt, or, as we ſay, to be excommunicated. This Puniſhment is inflicted for the Breach of the Injunctions of their Religion; or, what is the ſame, of the Ordinances of their Prieſts. To lie, ſteal, plunder, raviſh, or murder, are not deemed ſufficient Crimes to merit Expulſion from Society.

" With a Hindoo, all is centered in himſelf; his own Intereſt is his Guide; Ambition is a ſecondary Quality with him; and the Love of Money is the Source of this Paſſion.

" The Advantage they derive over Europeans, is by practiſing thoſe Arts of Meanneſs which an European deteſts. A Man muſt be long acquainted with them, before he can believe them capable of that barefaced Falſehood, ſervile Adulation, and deliberate Deception, which they daily practiſe.

" To our Government they have little Attachment; yet it is certain that, in general, Property has been more ſecure, and Individuals leſs oppreſſed, than under the Deſpotiſm of their Nabobs. I aſſert this with all the Confidence Conviction inſpires. I believe them to be as much attached to the Engliſh Government as they would be to any other; but if another Dominion could eſtabliſh itſelf, they would embrace * with Indifference. The Reaſon of this muſt be ſought for in the Conſequences of a deſpotic Authority; and by tracing them, the Characters of the Natives will be eaſily developed and underſtood; in them will be ſeen the Source of Timidity, Adulation, and Deceit, which prevail.

* Sic in Orig.

" It is very obvious, that within the laſt Ten or Twelve Years, a conſiderable Alteration has taken Place in the Manners of the People. This Alteration is the natural Conſequence of a greater Degree of Intimacy with Europeans, than they formerly were admitted to. Thoſe Parts of our Character which firſt drew their Attention, were Bravery, Clemency, and Good Faith. They have ſince found that we are not wholly deſtitute of Weakneſſes and Vices; and that Europeans, like all others, are open to Temptation: The Reſpect they entertained for us as Individuals, or as a Nation, is diminiſhed; and they now conſider themſelves upon a more equal Footing.

" The Introduction of the Supreme Court of Judicature has largely contributed to the Elevation of the Natives, and to the Depreſſion of Europeans. This Syſtem, which was meant for the Relief of the Natives, has, in very few Reſpects, anſwered that Object; in many Inſtances it has been a heavy Grievance to them; and the Natives themſelves have found out the Art of making the Powers of the Court the Means and Inſtrument of forwarding their own Views of Intereſt and Oppreſſion, of eluding the Power of the Government, and of weakening its Authority, by engaging the Two Tribunals in Conteſts with each other.

" It is in vain that we ſearch for Men of enlightened Underſtanding, deep Reaſoning, and Reflection, amongſt the Natives. The Education of the Hindoos is confined to their being taught their own Language: The Mehomedans are little better inſtructed; the Acquiſition of a few moral * political Maxims, which in Practice they neglect, is all they know of the Art of Government; if Exceptions can be found, they are very rare.

* Sic in Orig.

" Such are the Inhabitants of Bengal, over whom the European Juriſdiction is eſtabliſhed: Prudence may, no doubt, render it permanent, but Prudence and Policy alone can effect this; from a Compariſon of their Numbers with ourſelves, it muſt be evident to all, that the Power by which we rule is leſs real than ideal.

" The grand Object of our Government in this Country ſhould be to conciliate the Minds of the Natives: this may be effected by allowing them the free Enjoyment of all their Prejudices, and by ſecuring to them their Rights and Property. The Form of it ſhould, I think, be deſpotic, and the Natives ſhould ſtill be retained in thoſe Habits of Submiſſion which are natural and familiar to them; to this they will make no Objection, whilſt they are treated with Humanity and Juſtice.

" Between the Head Tribunal of Government and its Subjects, I would preſerve a great and reſpectable Diſtance; nor ſuffer the Perſons of the Members of the State to be treated with a Familiarity which induces Contempt.

" In Fact, the Supreme Council in Bengal ſhould be a Council of Comptrol merely to ſuperintend the Conduct of all the other Departments of the State, and oblige them to do their Duty. As a Government, or as Individuals, they ſhould not interfere in the executive Duties of ſubordinate Stations; but be attentive only to correct their Errors, reform their Abuſes, or puniſh their Injuſtice; they ſhould preſcribe Rules of Conduct, and leave the Execution of them to others.

“ Their Buſineſs upon this Scale would be limited, ſimple, and eaſy: But where the Members of the State, or the collective Body of it, attend to all Applications, interfere in all Appointments, and undertake Buſineſs of a trifling Nature, they can neither act with Propriety as an Office of Comptroul, nor as an Office of Diſpatch, whilſt they leave it in the Power of the loweſt to judge of their Capacities and Intentions.

“ Upon this Principle, all the ſubordinate Offices of Government ſhould alſo be formed: The Gradation from the firſt to the laſt ſhould be eaſy and connected; and all Buſineſs in its Progreſs ſhould obſerve theſe Gradations: And we muſt be careful not to ſuffer the Exiſtence of Two Authorities that claſh with the Operations and counteract the Influence of each other.

“ Theſe are the general Outlines; in the Application of them we are to conſider the Three great Departments of the Government; viz. The Adminiſtration of Juſtice, the Management of the Revenues, and the Commercial Intereſts—The Political Department relates to other Objects, ſo wide and extenſive, that it muſt be conſidered ſeparately.

“ Several Syſtems have been adopted for the Management of the Revenues, and the Adminiſtration of Juſtice; at one Period they have been united, at another they have been ſeparated.

“ Till the Year 1770 the Revenues, with a few partial Exceptions, were under the Controul of the Natives; but it was then deemed more advantageous to the Company to employ their Servants. In conſequence of this Determination, Europeans were appointed as Superviſors, and the Comptrol of the Diſtricts, in Matters of Revenue, as well as in what related to the Adminiſtration of Juſtice, was veſted in them.

“ Two Councils of Comptrol were eſtabliſhed; One at Moorſhedabad, and One at Patna; to theſe the Collectors were ſubordinate, and acted under their Orders and Authority.

“ Theſe Councils were, in their Turn, ſubordinate to the Council at the Preſidency, compoſed of the Members of the Government themſelves.

“ The Khalſa, or Head Revenue Court of the Country, was at that Period fixed at Moorſhedabad; but it was thought proper to remove it to Calcutta, and the Council at Fort William took upon themſelves the immediate Direction and Comptrol of the Collectors; in conſequence of which the Two Councils at Moorſhedabad and Patna were aboliſhed.

“ In 1774 the Collectors were recalled, and the Diſtricts were formed into Diviſions, and Provincial Councils of Revenue appointed for each; their Stations were at Calcutta, Burdwan, Patna, Dacca, Moorſhedabad, and Dinagepore. The Adminiſtration of Civil Juſtice was veſted in the Council at large, but held in Rotation by One of the Members.

“ In the Year 1780 the Adminiſtration of Juſtice was ſeparated from the Comptrol over the Revenues, and veſted in Perſons, neither connected with the Revenue Department, nor ſubordinate to it.

“ In 1781 the Plan was extended, and the Number of the Courts of Adawluts encreaſed; and in the Beginning of the ſame Year the preſent Syſtem for the Management of the Revenue took Place.

“ To all theſe Plans, excepting the Firſt, very ſolid Objections may be made. In propoſing the Syſtem which appears to me the ſimpleſt and beſt, I ſhall give Attention to them.

The following are the Outlines of the Plan.

“ 1ſt. That in the Two Departments of the Adminiſtration of Juſtice in Civil Caſes, and the Management and Comptrol of the Revenues, the Servants of the Company ſhould be employed.

“ 2d. That the Duties of theſe Two Departments be veſted in the ſame Perſons.

“ 3d. That for this Purpoſe, Company's Servants, under the Denomination of Superintendants, be appointed to the different Diſtricts.

Article 1ſt.

Remarks.

“ After the Character which has been given of the Natives, it is needleſs to add, that I think them ill calculated for theſe important Truſts. I might appeal to every European who has had Opportunities of ſeeing the Natives in Office, in Support of my Opinion.

“ The general Syſtem of Affairs in Bengal is now wholly different from what it was Ten Years ago: The Scale of Connections and Intereſts is greatly extended, and Engliſh Forms of Policy and Law are introduced. The Natives no longer look upon One of their own Country and Sect as their Supreme Head, but to Europeans; nor can they act, as formerly, without our Advice and Aſſiſtance.

“ It is the Part of a wiſe Government to provide againſt all Contingencies: We ought not therefore to rely upon the peaceable Diſpoſition of the Natives, or on a ſuppoſed Attachment to us; but eſtabliſh ſuch a Comptrol in all Parts of the Country, that in caſe of a Foreign Invaſion by an European Power, or of the Inroads of an Eaſtern Enemy, or the Event of Rebellion in any of our Provinces, the Payment of the Revenues may not be ſuſpended, illicit Correſpondence or dangerous Confederacies may be checked, and the Contagion of Rebellion ſhifted *.

* Sic in Orig.

“ That the Servants of the Company are qualified for the Taſk I propoſe to allot to them, I may venture to pronounce. The Collection of the Revenues is in itſelf ſimple; and if it is now attended with particular Embarraſſments, they ariſe from the Syſtem which has been eſtabliſhed, or from other accidental Cauſes: Common Senſe, a competent Knowledge of the Language, Application, and Rectitude of Intention, are all the Qualities required either for this, or in the Diſtribution of Juſtice. It is the Part of the Comptrolling Power to retain every Man in his Duty, and prevent the Abuſe of Authority.

" An Engliſhman cannot deſcend to thoſe little Practices of Oppreſſion or Extortion ſo familiar to the Natives; his Mind revolts at the Idea of them: And admitting even that ſome are, by Habit, Connexions, or Neceſſity, become depraved, there is, after all, in every Breaſt a Senſe of Honour and Virtue that recoils from the low vicious Arts of a Native of Bengal.

" In reverting to the Period when this Syſtem was eſtabliſhed, I cannot recollect any Objections againſt it; ſome might be drawn from the perſonal Characters of the Individuals employed; but thoſe can no more be urged againſt the Plan itſelf, than the Vices of the Prieſts can be adduced to prove the Chriſtian Religion wrong. If a Government will ſuffer Crimes and Vices to go unpuniſhed, no Syſtem can be adopted that will anſwer any good Purpoſe.

" Article 2d.

Remarks.

" People long accuſtomed to a deſpotic Authority ſhould only look to One Maſter. It is impoſſible to draw a Line between the Revenue and Judicial Departments in ſuch a Manner as to prevent their claſhing; and in this Caſe, either the Revenues muſt ſuffer, or the Adminiſtration of Juſtice be ſuſpended. The preſent Regulations define the Objects of the Two ſeveral Juriſdictions with Clearneſs and Preciſion; yet they claſh in Practice: Complaints are ſo blended, that it is often impoſſible to determine to which Tribunal they belong; and that there has not been more Confuſion than has actually happened, is owing to the Diſcretion of thoſe who have been entruſted with the Adminiſtration of Juſtice.

" It may be poſſible in the Courſe of Time to induce the Natives to pay their Rents with Regularity, and without Compulſion; but this is not the Caſe at preſent. If any Force is offered, a Complaint is made in a Court of Juſtice, and whether true or falſe, a temporary Protection is given to the Complainant, who is releaſed from the Demands upon him: To realize them afterwards is no eaſy Matter.

" In all Demands for Revenues, or in Summonſes to cauſe the Attendance of Parties at the Adawluts, Peons are employed, and very often the Peons of the Two Tribunals meet at the Houſe of the ſame Man, where the Property of his Perſon is conteſted, and he is obliged to pay both Parties.

" In thoſe Diſtricts, ſuch as Boglepore, &c. where the Two Juriſdictions are veſted in the ſame Perſon, theſe Inconveniencies do not ariſe: The Duties of the Two Departments, though united in the ſame Perſon, are ſeparated in Practice; and this may ſtill be done.

" If the preſent Syſtem ſhould continue, it will be neceſſary to ſecure the Regulations for the Adminiſtration of Juſtice: In general they are very proper, but ſome few Alterations will be neceſſary; and to reduce them to the Underſtandings of the People, they require to be ſimplified.

" It has been the Fate of this Government to form good Regulations, but not to enforce them; and this gave Room to thoſe Objections, which were made againſt the Powers of the Courts of Revenue and Juſtice being exerciſed by the ſame Perſons; the Error was not in the Inſtitution, but in the Neglect of Duty.

" If any ſolid Arguments can be urged on the other Side, it is, that the Buſineſs of either Department will be found ſufficient to occupy the whole Time and Attention of one Man. It is certain he will not have much Leiſure; but I am convinced may nevertheleſs perform the Duties of both Offices to the Satisfaction of himſelf and his Superiors, by a well-regulated Method and proper Attention.

" Article 3d.

Remarks.

" In the Remarks on the Firſt Article, one great Advantage of this Syſtem has been pointed out; others are not wanting.

" In the actual Collection of the Revenues, nothing is more neceſſary than to give immediate Attention to all Complaints, which are preferred daily without Number, and diſpatch them in a ſummary Manner. This cannot be done where the Comptrol is remote.

" In every Pergunnah throughout Bengal, there are ſome diſtinct Uſages which cannot be clearly known at a Diſtance; yet, in all Complaints of Oppreſſion or Extortion, theſe muſt be known before a Deciſion can be pronounced. But to learn at Calcutta the particular Cuſtoms of a Diſtrict of Radſhahy or Dacca, is almoſt impoſſible; and conſidering the Channels through which an Explanation muſt paſs, and through which the Complaint is made, any Colouring may be given to it, and Oppreſſion and Extortion, to the Ruin of a Diſtrict, may be practiſed with Impunity.

" This is a continual Source of Embarraſſment to the Committee of Revenue in Calcutta. One Object of their Inſtitution is, to bring the Revenues without Agency to the Preſidency; and all local Comptrol is removed from over the Renters who pay at Calcutta, or what is called Huzzoory; when Complaints are made againſt them, it is almoſt impoſſible to diſcriminate Truth from Falſehood; and to prevent a Failure in the Revenues, it is found neceſſary in all doubtful Caſes to ſupport the Farmer; a Circumſtance which may confirm the moſt cruel Acts of Oppreſſion.

“ The real State of any Diſtrict cannot be known by the Committee; a Farmer or Zemindar may plead, that an Inundation has ruined him, or that his Country is a Deſart from Want of Rain: An Aumeen is ſent to examine the Complaint; he returns with an exaggerated Account of Loſſes, proved in Volumes of intricate Accounts, which the Committee have no Time to read, and for which the Aumeen is well paid; poſſibly, however, the whole Account is falſe. Suppoſe no Aumeen is employed, and the Renter is held to the Tenor of his Engagements, the Loſs, if real, muſt occaſion his Ruin, unleſs his Aſſeſſment is very moderate indeed.

“ I may venture to pronounce, that the real State of the Diſtricts is now leſs known, and the Revenues leſs underſtood, than in 1774. Since the Natives have had the Diſpoſal of Accounts, ſince they have been introduced as Agents, and truſted with Authority, Intricacy and Confuſion have taken Place; the Records and Accounts which have been compiled are numerous; yet, when any particular Account is wanted, it cannot be found. It is the Buſineſs of all, from the Ryott to the Dewan, to conceal and deceive; the ſimpleſt Matter * of Fact are deſignedly covered with a Veil, through which no human Underſtanding can penetrate.

* Sic in Orig.

“ With reſpect to the preſent Committee of Revenue, it is morally impoſſible for them to execute the Buſineſs they are entruſted with; they are veſted with a general Comptrol, and they have an executive Authority, larger than ever was before given to any Board or Body of Men; they may and muſt get through the Buſineſs; but to pretend to aſſert that they really execute it, would be Folly and Falſehood.

“ The grand Object of the Natives is to acquire independant Comptrol; and for many Years they have purſued this with wonderful Art. The Farmers and Zemindars under the Committee proſecute the ſame Plan, and have ready Objections to any Thing that has the leaſt Appearance of Reſtriction; all Comptrol removed, they can plunder as they pleaſe.

“ The Committee muſt have a Dewan, or executive Officer, call him by what Name you pleaſe. This Man, in Fact, has all the Revenue paid at the Preſidency at his Diſpoſal; and can, if he has any Abilities, bring all the Renters under Contribution. It is little Advantage to reſtrain the Committee themſelves from Bribery or Corruption, when their executive Officer has the Power of practiſing both undetected.

“ To diſplay the Arts employed by a Native on ſuch Occaſions would fill a Volume. He diſcovers the ſecret Reſources of the Zemindars and Renters, their Enemies and Competitors; and, by the Engines of Hope and Fear raiſed upon theſe Foundations, he can work them to his Purpoſe. The Committee, with the beſt Intentions, beſt Abilities, and ſteadieſt Application, muſt after all be a Tool in the Hands of their Dewan.

* Sic in Orig.

“ This would never be the Caſe * in the Caſe in the Syſtem I propoſe, as the Dewan would neither be the Channel of Information nor of executing Orders; his Buſineſs would be limited.

“ The ſame Objections that are made againſt the preſent Committee of Revenue may be applied to the Syſtem of Provincial Councils; it is ſufficient to ſay of them, that the univerſal Opinion, ſtrengthened by Experience, has pronounced the Syſtem fundamentally wrong, and inapplicable to any good Purpoſes.

“ After all, the Government muſt conſider, that to make People do their Duty, Hope muſt be held out as well as Reward; or, in the Words of a Gentleman, formerly a Member of the Supreme Council, no Government will be ſerved faithfully that does not reward its Servants liberally.

“ This is one great Defect in the Syſtem for the Adminiſtration of Juſtice; the Pay of the Judges is equal only to their Subſiſtence, and their preſent Rank is the laſt Step of the Scale. Having no Object in this Line, they have little Inducement to exert themſelves in it, but are anxious to get removed to ſome other where their Proſpects are better.

“ Fougdarry Juriſdiction.—Of the Fougdarry Juriſdiction nothing has yet been ſaid. In this Department, Criminal Juſtice is adminiſtered, and it is the only Office left to the Nabob.

“ I do not ſee any particular Reaſon for changing the Syſtem itſelf, and perhaps it would, on many Accounts, be improper; but ſome Regulations are highly neceſſary.

“ Mahomed Reza is at the Head of this Department, and is the only Perſon I know in the Country qualified for it. If he were left to himſelf, I have not a Doubt but he would conduct it well; but he is ſo circumſcribed by Recommendations of particular Perſons, and by the Protection held out to his Officers by Europeans, that, to my Knowledge, he has not been able to puniſh them even when they have been convicted of the greateſt Enormities; and he has often on this Account been blamed where his Hands were tied up.

“ The preſent Fouzdarry Syſtem, unleſs it has lately undergone great Alterations from the Controul over the Foujedars veſted in the Judges of the Adawlut, is a mere Syſtem of Rapine and Plunder, and furniſhes another Proof againſt leaving Natives with uncontrouled Power.

“ What is particularly wanted is, to impoſe Checks and Reſtraints upon the Foujedarry Officers ſcattered about the different Diſtricts; and this might be done, conſiſtent with the Plan I propoſe, by lodging a Controuling Power with the Collectors over them. With reſpect to the Trial of Delinquents, that ſhould be left with the Natives alone; the Trial is always ſent to the Naib Nazim, and muſt be confirmed by him, and receive his Sanction, before the Sentence can be carried into Execution.

" I do not think it would be unbecoming the Dignity or Humanity of this Government, to procure ſome Alteration in particular Puniſhments, which are a Diſgrace to Humanity: I allude in particular to the cutting off Limbs, and impaling; the very Mention of which makes Nature ſhudder.

" As to the Mode of Controul, it might be as follows: To fix the Station of the Head Foujedar of a Diſtrict at the ſame Place with the Superintendant, and to oblige him to make a daily Report of all the Priſoners under his Charge; to order him to obey the Orders of the Collector for the Seizure of any Delinquents, and if the Crimes of the Priſoners merit Trial, to make the Foujedar deliver them over without Delay to the proper Officers for that Purpoſe; to aboliſh all Fines whatever as Puniſhments; and to reduce the Number of Petty Tannahs or Guards which are now ſcattered about the Country.

" N. B. To prevent an Abuſe which ariſes from the Pay of Peons employed by the Court, and which is made an Article of Profit, a Reſtriction might be laid upon the Foujedar not to iſſue Summonſes but under the Signature of the Superintendant.

" It was formerly the Duty of the Zemindars to preſerve the Peace within their reſpective Diſtricts, and to apprehend all Robbers and Breakers of the Peace: This cannot be done univerſally, but may ſtill be adopted in particular Diſtricts; for Inſtance, in Burdwan.

" It may now be proper to take a general Review of the Syſtem I propoſe. The Adminiſtration of Juſtice, and Collection of the Revenues of the whole Country, having been veſted in Company's Servants, appointed to the different Diſtricts, it will be neceſſary to eſtabliſh a Controul over them.

" For this Purpoſe, a Council of Controul, ſimilar to the preſent Committee of Revenue, ſhould be eſtabliſhed in Calcutta, with whom the Collectors ſhould correſpond, and whoſe Orders they are to obey. To them they are to ſend their Monthly Accounts of their Collections and Diſburſements, and remit the former to them.

" This Council ſhould be ſimply deliberative, nor have any Office of Collection itſelf: I would not allow them any judicial Authority, except merely to refer Complaints of any Kind to the Collectors.

" The preſent Court of Appeal, under the Name of Sudder Dewanny Adawlut, may ſtill continue with all its Powers; to this Court the Collectors, in their judicial Capacities, are to be ſubject, and to make their Returns to it, as at preſent.

" The Supreme Council will ſtill have a Controul over the Whole: The Committee are to ſend the Monthly Accounts to them, with their Proceedings, as at preſent, with a general Report upon the State of the Buſineſs and Conduct of the Collectors.

" Every ſubordinate Office muſt be poſſeſſed of full Authority: The Committee muſt not interfere in the Duties of the Collector, who, within his Juriſdiction, ſhould be conſidered as deſpotic.

" The Committee ſhould not decide primâ facie upon Repreſentations from the Natives, but ſhould refer them to the Collectors. It will be One Part of their Duty to hear all Complaints againſt the Collectors, and call upon them to anſwer them. The Committee, in this Caſe, muſt be ordered to lay a State of their Proceedings before the Supreme Council, who will paſs ſuch a Deciſion upon them as they think proper. In the ſame Manner, the Supreme Council will exerciſe a Controul over both.

" It is a very capital Defect in this Government, that no Syſtem is permanent. Thoſe amongſt the Natives who have Influence, are the Firſt to ſuggeſt Changes, as they muſt gain by them; but this continual Variation of Syſtem introduces Diſtruſt and Diffidence of the Government amongſt all Claſſes; it prevents all Inclination to Improvement, and makes every Man anxious to gather the Profits of his Hour, leſt a new Change ſhould deprive him of them.

" If the preſent Situation of Affairs were in any Reſpect eligible, I ſhould not propoſe an Alteration; but I am convinced it is fundamentally bad; and that the Syſtem now propoſed, admitting it to be incomplete, will in every Reſpect be infinitely better. I do not however wiſh to ſee it introduced, unleſs with a Determination of adhering to it; and if the Government will compel every Man to do his Duty, by rewarding thoſe who do execute it, and by diſmiſſing thoſe who are either incapable or negligent of the Performance of it, I may venture to pronounce, that the Syſtem itſelf will anſwer every Object intended by it.

" In taking into Conſideration the Management of the Revenues, it is neceſſary at the ſame Time to conſider the Mode of Settlement.

" It may not be practicable, conſidering the Settlement formed by the Committee of Revenue, to make any conſiderable Alteration during the preſent Year; but a Foundation ſhould be laid, and the Plan ſketched out at full, and filled up afterwards as Circumſtances admit.

" It may be pronounced, that upon the Whole, the Zemindars who have the greateſt Riches, are alſo the propereſt Perſons for the Management of the Revenues of their own Diſtricts: Some Exceptions to this as a general Rule will hereafter be pointed out.

" I therefore propoſe that the Settlement be made with the Zemindars themſelves, and that the Amount of the Jumma be irrevocably fixed during the Lifetime of the Zemindar.

" The Aſſeſſment ſhould alſo be moderate, and in that Caſe the Zemindar ſhould be compelled to pay it, taking upon himſelf all Profits and Loſſes: If the Aſſeſſment is exceſſive, there will be either a Neceſſity to admit an Abatement in caſe of Loſs, or the Lands muſt be ſold.

" The former Alternative is the beſt; and in that Caſe it might be made a Rule to ſell a Portion of the Zemindarry to make good Arrears. I would even limit a Day when this Operation ſhould take place; to the Firſt Day of the Second Month of the New Year.

" The Exceptions againſt this Rule ariſe from the Incapacity of the Zemindars, owing to Sex or Minority. Both the Zemindars of Dinagepore and Burdwan are Minors, and wholly incapable at preſent of managing the Rents of their own Diſtricts: In theſe Caſes the following Modes occur; either to appoint an Officer on the Part of Government to take the Management of the Rents, or to let the Lands to Farm.

" In the former Caſe the Perſon appointed is only anſwerable for what he actually collects; in the latter Caſe, he is reſponſible for a certain Sum.

" If proper Perſons ſhould be found for the Truſt, the former Mode appears to me preferable; and it may be adopted when the Zemindar himſelf has any near Relations capable of the Truſt: The Fear of Diſmiſſion will be ſome Reſtraint upon him.

" The latter Mode alſo has its Advantages; but theſe depend alſo upon the Choice of the Perſons. I would not abſolutely fix upon either, but adopt one or the other as Circumſtances indicate.

" In whatever Inſtances a Farmer is employed, it ought not to be for one Year, but for a Term; as he ought not to be admitted without ſufficient Reaſon, he ought not to be diſpoſſeſſed merely to make Room for another Perſon.

" Every Zemindar has Land under the Denomination of Bert, Bermooter, &c. which are Rent-free. For the Management of theſe Lands, I would propoſe that a Perſon ſhould be nominated by Government, where the Diſtrict is not left with the Zemindar himſelf.

" Under every Situation, however, the Government muſt take upon themſelves the Care of the Zemindar's Education during his Minority: Experience teaches, that this Truſt, when left at the Diſcretion of their Relations, or a Farmer, is never executed faithfully. The Conſequence is, that the Zemindars are incapable of managing their Lands at the Time they are qualified by their Age to undertake it.

" If the Government fix the Aſſeſſment, they muſt at the ſame Time fix their own Expences. It was formerly remarked, that the Habit of this Government to encreaſe its Expences was enormous. A Compariſon of the Progreſs of Expence ſince this Remark was made in the Beginning of 1776, will fully verify it.

" To conclude: If the Plan now recommended, for the Adminiſtration of Juſtice and the Management of the Revenue, take place; and if thoſe employed in it are retained in their Duty, in the Courſe of Two or Three Years, the Syſtem which is now confuſed and complicated, will become eaſy and ſimple, neither difficult to underſtand, nor embarraſſing to perform.

" With reſpect to the Expence of this Plan, it will not be ſo great as at preſent, even after fixing certain Profits for the Perſons employed, by allowing them Commiſſions upon the net Collections, which I think the propereſt Mode of paying them: But that this Matter may not be left in Doubt, the whole Detail of the Syſtem and Expence ſhould precede the Adoption of it; and this may be done eaſily. If theſe Reflections are deemed of ſufficient Weight to merit Conſideration, the Writer will chearfully embrace the Trouble of this Detail.

" N. B. Since the above Memorial was written, various Parts of the Provinces were formed into Collectorſhips and Superintendantſhips; ſuch as Raadſhai, Burdwan, Rungpore, &c. &c. &c.

The Managers for the Commons informed the Houſe, they had no more Queſtions to aſk the Witneſs.

(Croſs examined.)

Q. (*by Counſel*). When did you firſt arrive in India?
A. About the latter End of May 1769.

Q. How long did you continue there till you returned to England?
A. I remained there till February 1785, and returned to Bengal in September 1786; and I left it again in December 1789.

Q. Was you, during the Firſt Period of Time you were in India, employed in the Management of the Revenues of India, ſo as to acquire any conſiderable Experience?
A. I was.

Q. Was you acquainted with the Syſtem of Provincial Councils?
A. I was—I was a Member of one.

Q. How long was you a Member of one?
A. From about January 1775, to the latter End of the Year 1780.

Q. In the Paper which has been juſt now read, there is this Expreſſion—" The ſame Objections that are made againſt the preſent Committee of Revenue, may be applied to the Syſtem of Provincial Councils; it is ſufficient to ſay of them, that the univerſal Opinion, ſtrengthened by Experience, has pronounced the Syſtem fundamentally wrong, and inapplicable to any good Purpoſes:"—Whether you now adhere to that Declaration as containing the real Fact?
A. Moſt certainly.

Q. You was, I believe, a Member of the Committee of Revenue at Calcutta, appointed upon the Abolition of the Provincial Councils?
A. I was.

Q. At the Time of your Appointment, was you in the Habits of private Friendſhip, or Political Connections with Mr. Haſtings?
A. I was not.

Q. Was not that Committee directed to keep regular Minutes of their Proceedings, and to do no Act collectively, but what ſhould be recorded?
A. Whether it was directed or not, I do not know; but it was certainly underſtood to be their Duty.

Q. Did they, in Effect, keep ſuch Minutes?
A. They did.

Q. Were thoſe Minutes monthly, and every Month, laid before the Supreme Council?
A. I do not recollect.

Q. (*by a Lord*). Were they laid before the Supreme Council at all?
A. They were; I believe, they were all laid before the Supreme Council.

Q. But at what Intervals you do not recollect?
A. At what Intervals I do not remember.

Q. Whether the Powers poſſeſſed by this Committee tended to inveſt the Knowledge and Inſpection of the Management of the Territorial Revenues ſolely and entirely in Mr. Haſtings?
A. Certainly not; the Proceedings were open to the Inſpection of the Council.

Q. Did the Powers poſſeſſed by this Committee, tend to deprive the Members of the Supreme Council of a due Knowledge and Inſpection into the Management of the Territorial Revenues?
A. They did not, in my Opinion.

Q. Having in the Paper, an Extract of which has juſt been now read, pointed out certain Defects in the Eſtabliſhment of the Committee of Revenue, Whether this Committee was obviouſly inadequate from its original Inſtitution, or found to be ſo by Experience?
A. I found it ſo by Experience.

Q. Was it not a Subject upon which Perſons, poſſeſſing Skill and Knowledge in the Revenue Department, might fairly and conſcientiouſly differ in Opinion?
A. I ſhould ſuppoſe there would be a Difference of Opinion upon that, as well as upon every other Subject.

Q. Has it not often happened to you, in the Management of the Revenues, that the Experience of the ſubſequent Year has induced you to correct the Opinion of the former?
A. It has; and I have recorded that as my Opinion upon the Minutes, ſince my Return to Bengal.

Q. In the Paper that has been lately read, there is this Expreſſion—"The Committee muſt have a Dewan, or executive Officer, call him by what Name you pleaſe." Whether by that Expreſſion you meant to ſay, it was a Neceſſity impoſed upon you by the Governor General and Council, or from the Nature of the Inſtitution?
A. From the Nature of the Inſtitution.

Q. Had not the Provincial Councils each a Dewan?
A. They had.

Q. Has not each Collector now a Dewan?
A. He has.

Q. Was you acquainted with Gunga Govind Sing?
A. I was, for a great Number of Years.

Q. Was he not a Perſon of much Skill and Ability in the Revenue Department; of great Experience, Skill, and Ability?
A. I believe he was not deficient either in Skill or Ability.

Q. At the Time of his Appointment to be Dewan of the Committee, all Circumſtances conſidered, do you know of a more proper Perſon to be appointed?
A. I know of no Native fit for the Appointment.

Q. If a Native were neceſſary to be appointed, could you have ſelected from among the Natives a Perſon, in your Opinion, more proper for the Office?
A. I certainly ſhould not have ſelected him by Choice; whether I could have pitched upon any other Perſon in Preference, I really cannot recollect at preſent.

Q. Then I underſtand, that the Name of any Perſon does not occur to you, at this Moment, as more proper than Gunga Govind Sing?
A. I certainly cannot recollect any Perſon fit for the Office.

Q. Was you acquainted with the Character of Ram Chunda Sing?
A. I was.

Q. Was he better or worſe than Gunga Govind Sing?
A. At the Time he was appointed to ſucceed Gunga Govind Sing as Dewan, I ſuppoſe you mean:—I always had a bad Opinion of Ram Chunda Sing; at that Time I had; and I have ſince continued it.

Q. Was his Character better or worſe than Gunga Govind Sing's?
A. I thought him ſo bad a Character, when I went laſt to Bengal, that I did not ſuffer him to viſit me.

Q. Was that the Opinion you entertained of him at the Time he was appointed to ſucceed Gunga Govind Sing?

The Managers for the Commons objected to the Queſtion.

Q. Whether you are well acquainted with the general State of India, and in particular with that Part of it which is ſubject to the Government of the Eaſt India Company?
A. I believe I am.

Q. Has not Property been more ſecure, and Individuals been leſs oppreſſed under the Britiſh Government, than under the Government of the Nabobs?
A. I have not a Doubt of it.

Q. Are not the Natives in general more happy?
A. I believe they are.

Q. Since the Year 1770 to the Time when you left India, had not the Agriculture, Population, and general Proſperity of the Country encreaſed?
A. I have recorded that, as my Opinion, on the Proceedings at Bengal, and I now adhere to it.

Q. When you was laſt in India, and a Member of the Supreme Council, were the Charges againſt Mr. Haſtings in Circulation there?
A. A great many Copies of them were brought out.

Q. Was it generally known among the Natives that he was accuſed?
A. Certainly by thoſe that had Acceſs to the Europeans in Calcutta, and in other Parts of India.

Q. Were any Complaints made of the Conduct of Mr. Haſtings to the Supreme Council?
A. None that I heard of.

Q. Was the Character of Mr. Haſtings among the Natives of India, that of a mercenary, or a corrupt, or a cruel Man?
A. I believe the Natives in India entertained a very favourable Opinion of Mr. Haſtings; I never had any particular Opportunity, nor ever made any particular Enquiries on the Terms of the Queſtion; but, in general, I have reaſon to believe the Natives thought very favourably of him.

Q. Was that the Way the Natives thought of Mr. Haſtings, after thoſe Charges had been ſent out to India?
A. It was.

Q. (*by Managers.*) Whether the Charges againſt Mr. Haſtings were tranſlated into the Hindoo Language?
A. I do not believe they were tranſlated, either into the Hindoo Language, or into any other Language of Indian.

Q. Whether your Objections to the Want of a local Controul, were as applicable to the Provincial Councils as to the Committee of Revenue at Calcutta?
A. I think they were applicable to the Provincial Councils, but not in the ſame Degree.

Q. Whether you was not, while you was a Member of the Committee of Revenue, deputed upon a Commiſſion into a conſiderable Province?
A. I was Twice; once into the Dacca Diſtrict, and once into the Bahar Province.

Q. Whether, when you was deputed upon that Commiſſion, you took with you any, and what native Dewan?
A. I took no Perſon as a Dewan with me, but I took an executive Officer, Prawn Kiſhen Sing, the Son of Gunga Govind Sing.

Q. Whether, at your firſt Nomination to that Deputation, you made that Choice?
A. I do not recollect exactly when I made the Choice, but I think he accompanied me to Dacca; and it was my own Choice.

Q. Did he accompany you to Bahar?
A. He did.

Q. Without any further Recommendation than your own Choice?
A. I made the Propoſition myſelf to take him with me: I made the Propoſition to Mr. Haſtings, and he approved of it.

Q. Whether you knew any Thing of Gunga Govind Sing being the ſecret Agent of Mr. Haſtings, to take Money in the Provinces?
A. Excepting in the Caſe of Kelleram and Cullian Sing, which I heard, I have no Recollection of hearing in any other Caſe, that he was employed to take Money; neither in that Caſe did I hear that he was employed by Mr. Haſtings; but that he did take Money.

The Managers for the Commons deſired the laſt Queſtion and Anſwer might be read over.

The ſame were accordingly read.

The Witneſs ſaid,

Thoſe are not exactly the Words I made uſe of. I ſaid I heard he had taken Money in the Name of Mr. Haſtings; and when I heard it, I ſuppoſed he had abuſed Mr. Haſtings's Name for the Purpoſe of taking Money.

Q. Whether or no you are not the intimate Friend and Connection of Mr. Haſtings now?
A. I certainly conſider myſelf now as being on a familiar Footing with Mr. Haſtings.

Q. Whether you did not aſſiſt in drawing up Mr. Haſtings's Defence before the Houſe of Commons?
A. I gave Mr. Haſtings ſome Memorandums on the Revenue Charge; but, to the beſt of my Recollection, a very ſmall Part of what I gave him appears in the printed Defence, neither is that in the Words in which I gave it to Mr. Haſtings;—I ſpeak from Recollection, a very ſmall Part of it.

Q. Do you know who altered the Minutes you gave for that Defence?
A. I do not.

Q. To whom did you give them?
A. I really do not recollect at preſent whether I gave them to Mr. Haſtings, or to whom.

Q. Did you come home in the ſame Ship with Mr. Haſtings?
A. I did.

Q. Did you ſee Gunga Govind Sing on a Viſit to Mr. Haſtings in the Ship, or before he embarked?
A. I do not recollect that I did; I did not accompany Mr. Haſtings from Calcutta to the Ship.

Q. Whether you know any Thing of a Grant of Lands in the Zemindary of Dinagepore made to Gunga Govind Sing by Mr. Haſtings, or recommended to be made by Mr. Haſtings to Gunga Govind Sing?

The Counſel for the Defendant objected to the Queſtion.

Q. (*by Counſel.*) Whether any better Plan than the Committee of Revenue, as now eſtabliſhed, can in your Opinion be deviſed, for the Management of the Revenues?
A. I do not know any better Plan at preſent.

Q. You have been aſked, whether you did not conſider yourſelf as the Friend of Mr. Haſtings, and anſwered, that you were upon familiar Terms with Mr. Haſtings;—Whether you would continue ſo, if you thought him to be a corrupt, mercenary, or cruel Man?
A. I ſhould hope not.

Q. (*by a Lord*). You have ſpoken favourably of the Abilities of Gunga Govind Sing; upon what do you ground your Opinion of his Unfitneſs for the Office?
A. Upon Information, and my own Experience.

Q. What were your Objections to his Appointment?
A. I objected to any Native of the Country: Independant of that, I did not find him ſo zealous or ſo active as I wiſhed him to be.

Q. Did you diſcover or ſuſpect no other Defect in Gunga Govind Sing, than the Defects of Activity and Zeal?

A. I believe that any Native, in the Situation in which he was placed, would uſe his Influence for his own Advantage; and I have no Doubt Gunga Govind Sing did ſo.

Q. (*by Managers.*) Whether the Committee, that you have now declared your Approbation of, is the ſame Committee as that which was the Subject of your Minute?

A. Their Functions are exceedingly different—the local Controul is now inveſted in the Collectors, and the Office of the preſent Board of Revenue is to controul and ſuperintend the Conduct of the Collectors.

Q. Having ſaid that you heard that Gunga Govind Sing received a Sum of Money from Kelleram and Cullian Sing, at what Period did that Report come to your Ears?

A. I cannot recollect when I firſt heard it—but I certainly heard it when I was at Patna.

Q. Previous to 1782?

A. I think I left Calcutta upon that Deputation in 1783—I will not ſay I did hear it before; but I think it is probable I heard it before—I believe in September 1783.

Then the Witneſs was directed to withdraw.

Then the Houſe adjourned to the Chamber of Parliament.

Die Lunæ, 7° Junii 1790.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Managers for the Commons, they might proceed to make good their Charge.

The Managers for the Commons deſired Mr. Johnſon might be called in.

Mr. JOHNSON was accordingly called in, and being ſworn, was examined as follows:

Q. Whether you know of any Duplicate, or other Copy of the Letter of the 20th of January, from Patna by Mr. Haſtings, except that delivered by Major Scott?
A. I have never ſeen any other: I have Reaſon to ſuppoſe there was another Copy.

Q. You have never ſeen any other Copy than that delivered by Major Scott?
A. No.

Q. Did you ſay any Thing about your having any Reaſon to believe there was another?
A. Yes; I have had Reaſon to believe there was another, which I will ſtate: I have in my Hands the Minutes of the Court of Directors on the 27th of May 1783; it is ſaid in theſe Minutes, "The following Letters and Diſpatches were received; viz." Among them are Letters from the Governor General to the Secret Committee, dated the 20th January, 22d May, and 16th December, 1782.

(*Croſs Examination.*)

Q. From that Entry you infer, that another Copy, beſides the one preſented by Major Scott, was ſent?
A. I think ſo.—I never ſaw it.

Q. (*by Managers.*) Do you apprehend from theſe Papers which you have quoted, that there were more than One Copy beſides that brought by Major Scott?
A. It is impoſſible for me to anſwer that. I really do not know.

Q. Is there any Thing in thoſe Papers that led you to ſuch an Opinion?
A. No, neither one Way nor the other.

The Witneſs was directed to withdraw.

The Managers for the Commons ſtated, they ſhould next proceed to ſhew the Inſtitution of Aumeens.

Read, from Book 287, already delivered in, the following Extract of a Conſultation of the 1ſt November 1776.

" Fort William, the 1ſt November 1776.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Richard Barwell,
and } Eſquires.
Philip Francis,
Lieutenant General Clavering indiſpoſed.

Rev. Dept. Friday.

" The Governor General delivers in the following Minute.

" 1ſt November 1776.

" Governor General.—In whatever Manner it may be hereafter determined to form the new Settlements of the Provinces, after the Expiration of the preſent Leaſes, it will be equally neceſſary to be previouſly furniſhed with accurate States of the real Value of the Lands, as the Grounds on which it is to be conſtructed.—To obtain theſe, will be the Work of much official Knowledge, ſome Management, and unremitted Labour; in compiling and collecting the Accounts of the paſt Collections; in digeſting the * Meterials, which may be furniſhed by the Provincial Councils and Dewans; in iſſuing Orders for ſpecial Accounts, and other Materials of Information; and in deputing Native Officers on occaſional Inveſtigations. It is impoſſible for the Board to conduct a Buſineſs of ſuch Detail; neither can it be left wholly to the Provincial Councils: It requires Uniformity in the Deſign, Authority in the Execution, and an extraordinary Share of Reſponſibility to animate the Zeal of thoſe who are entruſted with the Charge of it.

* Sic in Orig.

“ I therefore propoſe, That a temporary Office be conſtituted, to execute this Buſineſs, under the Conduct of One or of Two Covenanted Servants of the Company, aſſiſted by a Dewan, and other Officers, either ſelected from the Offices of the * Calſa, or occaſionally choſen for ſpecial Commiſſions: That, for the Sake of Diſpatch, all Orders iſſued from this Office, for the Execution of ſuch particular Services as ſhall have received the general Sanction of the Board, be written in the Name of the Governor General; and the Controul of it be committed to his immediate Charge.

* Sic in Orig.

“ Beſides the immediate Duty of this Office, which I have above deſcribed, and which I ſuppoſe to be indiſpenſably neceſſary and eſſential to the Formation of an equal Settlement, many other Points of Enquiry will be alſo uſeful to ſecure to the Reiotts, the perpetual and undiſturbed Poſſeſſion of their Lands, and to guard them againſt arbitrary Exactions; this is not to be done by Proclamations and Edicts, nor by Indulgencies to the Zemindars and Farmers: The former will not be obeyed, unleſs enforced by Regulations ſo framed as to produce their own Effect, without requiring the Hand of Government to interpoſe its Support; and the latter, though it may feed the Luxury of the Zemindars, or the Rapacity of the Farmers, will prove no Relief to the Cultivator, whoſe Welfare ought to be the immediate and primary Care of Government.

“ The Deſign of eſtabliſhing new Pottahs for the Reiotts, the Failure of which has been often objected to as a Reproach on the late Adminiſtration, has been tried with equal ill Succeſs by the preſent, in their late Settlement of Burdwan, where, notwithſtanding the ſolemn Engagement of the Zemindar, and the peremptory Injunctions of Government, not a Pottah has yet been granted (if my Information is true, and it may be eaſily proved), nor will be granted, of a different Tenure from thoſe which have been cuſtomary for ſome Years paſt, unleſs more regular Means are taken to produce them: Future Effects may be concluded from ſuch ſimple Cauſes, without the Spirit of Prophecy. It is the Intereſt of the Zemindar to exact the greateſt Rent he can from the Reiotts; and it is as much againſt his Intereſt to fix the Deeds by which the Reiotts hold their Lands and pay their Rents, to certain Bounds, and Defences againſt his own Authority; the Foundation of ſuch a Work muſt be laid by Government itſelf. All that I would here propoſe is, to collect the Materials for it, by obtaining Copies of the preſent Pottahs, and of the Nerrie Bund, or Rates of Land, by which they are regulated in each Diſtrict, and every other Information which may throw a Light on this Subject, and enable the Board hereafter to eſtabliſh a more permanent and regular Mode of Taxation.

(Signed) “ Warren Haſtings.

Signed at the End, “ Warren Haſtings,
J. Clavering,
Rd. Barwell,
P. Francis.”

To ſhew the Perſons that were appointed, read, from the ſame Book, the following Extract of a Conſultation of the 12th of November 1776.

☞ [“ Fort William, the 12th November 1776.

“ At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Richard Barwell, } Eſquires.
Philip Francis, }

“ Extract of Fort William Revenue Conſultations, 12th November 1776.

“ The Governor General recommends the following fixed Eſtabliſhment for the Office propoſed in his Minute of the 1ſt inſtant.

“ Eſtabliſhment for the Office.] ☜

§

(“ Mr. David Anderſon, “ Mr. George Bogle,	Superintendants, at 1,200 Rupees each per Month	2,400
“ Perſian Tranſlator	— — — —	200
“ Writers	— — — — —	300
“ Office Rent	— — — — — —	400
“ Candles and Petty Charges	— — — —	50
		“ 3,350”) §

[" Native Officers.

A Peſhkar (Gunga Govind Sing)]

§

(" A Naib	250
" A Sheriſhtahdar	100
" 5 Perſian Moherirs a 50	250
" 5 Bengal Moherirs a 40	200
" 2 Moonſhies	150
" 2 Ditto	60
" A Head Moherir for tranſlating	100
" 2 Under Moherirs	80
" A Mirdha	20
" 10 Peons	40
" A Jemadar	15
" 10 Hircarrahs	50
" 2 Dufterbunds	10
" 2 Fraſhs	8
" A Muſſaulchy	5
" A Jarro	3
" Oil, Candles, &c.	30
" Paper, Pens, &c.	100
	" 4,821

" Occaſional Aumeens and other incidental Charges; theſe cannot be fixed nor eſtimated. He " has affixed the Names of the Gentlemen whom he wiſhes to be nominated to the Superintendency of this Eſtabliſhment, becauſe he conſiders them as eſſential Parts of it, having made " Choice of them as Perſons endowed both with Talents, and Knowledge peculiarly adapted to " the Duties aſſigned them, and on whoſe Diſpoſitions he can entirely depend for their cordial " Agreement with each other in the Diſcharge of them. He recommends Mr. Henry Vanſittart " to be the Perſian Tranſlator; he alſo recommends, that the Office of Peſhkar be aſſigned to " Ganga Govin Sing, the Naib Dewan of the Khalſa, and that he be allowed 700 Rupees per " Month for his Salary as Naib Dewan of the Khalſa only; none having been yet allotted to that " Station.

" The known Abilities of Ganga Govin Sing, will juſtify the Preference ſhewn to him in this " Appointment. The Buſineſs in its Detail muſt be conducted by a Peſhkar. The Gentlemen to " whom the Governor General propoſes to commit the Direction of it will think it no Derogation " from their Characters, of which no Man can have an higher Eſtimation than he has, or a more " perfect Reliance on their Integrity, if he expreſſes it as his Opinion, that the greateſt Experience which can fall to the Lot of any covenanted Servants of the Company, will prove " unequal to the minute Inveſtigation of all the progreſſive Operations of the Revenue in this " Country, without the Aid of that profeſſional Knowledge which is poſſeſſed by the native Muttaſeddies of Bengal, of whom Ganga Govin Sing is inconteſtably the Firſt.

" For the Reimburſement of the Charges of this Office, ſhould the Amount prove ſo conſiderable " as to require it, a ſmall Fee may be taken on each Aumeelnama, or Cabuleeat to be granted in " the future Settlement, which will not effect the Jumma, nor be felt at ſuch a Time by thoſe " who will be required to pay it.

(Signed)

" Warren Haſtings.

" Mr. Barwell.—I approve.

" Mr. Francis.—My Objections to the Meaſure itſelf have been ſtated at large. As they have " been overruled by a Reſolution of the Board, I ſhall make no others.

Reſolution.

" Reſolved, That the Office be eſtabliſhed, and the Appointments made as propoſed by the " Governor General.

" Ordered, That the Secretary adviſe Meſſ s. Anderſon and Bogle of their Appointments.

" Mr. Barwell delivers in the following Minute.

Mr. Barwell's Opinion on the Office for preparing Materials for the New Settlement.

" Mr. Barwell.—I aſſent to the Governor General's Minute. A Compilation and Digeſt of Materials whereon to form a new and permanent Settlement of the Provinces muſt be uſeful, and is, " in my Opinion, unavoidable. The laſt Leaſes have furniſhed the Means which will give an " Inſight into the real Value of the Lands; but theſe Means are not yet in our Poſſeſſion, and " may ſtill leave ſomething for compleater Diſcovery, and for the Guidance of a Deciſion on which " the Proſperity of an extenſive Kingdom, for a conſiderable Period, is probably ſuſpended; no " Reſearches can be too minute, no Informations too voluminous. I ſee my own, and I ſee the " Situation of every Member of Council to be equally delicate upon this important Affair; an " Affair liable to be viewed in various and even oppoſite Lights, and to be canvaſſed in every Step of its Progreſs. The grand Object in which all our Sentiments unite, and to the Neceſſity of which we all ſubſcribe, is a ſolid Eſtabliſhment of the Revenues upon an abated Taxation; but it is not my Opinion, in ſupport of Mr. Francis or of any other Member of Adminiſtration, that will impreſs a Conviction of this Neceſſity upon the Minds of thoſe whoſe diſtant Situations debar them from all Poſſibility of perſonal Obſervation.

“ My own Sentiments, it is true, are clearly for a Reduction of the Revenue, as abſolutely requiſite for the future Welfare of this Country; and while I heartily coincide with Mr. Francis in moſt of his general Ideas upon this Subject, ſo far as they claſh not with the peculiar Cuſtoms of Bengal, I think they may well be reconciled to the Inveſtigations propoſed by the Honourable Governor, and that our Judgement in ſo intereſting a Buſineſs ſhould be formed upon the beſt Principles of Accuracy.

“ To ſet this Matter in the cleareſt Point of View, let us conſider it from the Governor's Propoſition for the Inſtitution of a temporary Office. A new Settlement of the Provinces will be neceſſary upon the Expiration of the preſent Leaſes: We are unanimouſly agreed, that a fixed Valuation ſhould take Place in the Revenues, and that ſome Diminution ſhould be made in the preſent Rents: Laſtly, we propoſe that this important Settlement ſhould be permanent. On ſuch a Step, we would ſurely endeavour to convince the Company, whoſe Agents we are, and whoſe Proſperity is blended with that of this Country, that we have not negligently ſlumbered over their Intereſts, or omitted any poſſible Mode of aſcertaining the true and ultimate Value of their Poſſeſſions. Nor is this all: We would convince them deciſively, that no future Adminiſtration may have the ſmalleſt Opening to hint that deeper Reſearches might have produced a more equal and equitable Syſtem for the Natives, and a more advantageous Bargain for our Employers. Another good Effect to which we ſhould turn our Thoughts is, that of rendering the Bulk of the People well affected to Government; an Attempt which can never ſucceed but in their ſteady Reliance on its Impartiality; and with all Deference to the High Authorities quoted by Mr. Francis, and in Concurrence with them, I will venture to affirm, that an equitable Taxation is the great Deſideratum, and ſhould be the firſt Object of a good Government; and that ſuch an Attention to the Welfare of the Peaſant and the Manufacturer, is the Ground-work of a well regulated State.

“ The firſt Improvements of the Revenues, and Relief of the laborious Part of the Kingdom in France, were projected by the great Duke of Sully upon the ſame Principles, and brought to Effect by an Application of the very ſame Means as thoſe now propoſed by the Governor General. He commenced with a moſt extenſive and arduous Collection of minute Details in that Branch; and, from mature Conſideration of thoſe detached voluminous Materials, detected every Species of Artifice and Fraud committed by the Farmers, and employed the Reſult of his Diſcoveries towards lightening the Burthen upon the Shoulders of the Commonalty.

“ We now wiſh to ſhake off all rival Adventurers, and, inſtead of farming, to fix the Rates of Lands with the ſeveral old Zemindars, wherever it can be done with a Probability of Succeſs. This Mode of Settlement, though it has certainly many Advantages, is yet liable, under certain Circumſtances, to very ſtrong Objections, ſome ariſing from the Zemindar himſelf, as his Minority, or total Incapacity for Buſineſs, and ſome from the Nature of the Lands: Beſides, as the preſent propoſed Syſtem muſt preclude all Competition of Candidates for the ſame Lands, by granting them to their hereditary Proprietors, it neceſſarily opens a large Field for Indulgence and Partiality, to which the former Mode of Settlement precluded all Acceſs, by allowing the indiſcriminate Tender of Propoſals. For which Reaſon it is clearly my Opinion, that our Employers will but faintly co-operate with our Meaſures, or ratify our Deciſions, if we appear to have haſtily employed the Informations gained from the temporary Engagements, which they may poſſibly think imperfect, as Materials for our own more laſting Eſtabliſhment, eſpecially while we had in our Hands the Means of procuring more accurate Knowledge, and while we were timely warned by the firſt Member of the State to exert them.

“ Therefore, when we propoſe a more impartial, and at the ſame Time a reduced Taxation, the leaſt we can do is ſurely to give the Company ſatisfactory Reaſons for this Drawback upon their Income, and ſufficient Evidence that the impoveriſhed State of the Country loudly pleaded for ſuch an Abatement. A Propoſition of this Nature does not carry ſelf-evident Conviction upon the Face of it, but muſt be ſupported by Argument, confirmed by Experience, and eſtabliſhed upon Proofs, by which the preſent Exceſs of the Taxation may be made to ſerve as a Reaſon, and as the Authority for our Admiſſion of a Decreaſe. The moſt probable Method of acquitting ourſelves by theſe Proofs, is offered to us by the Governor General, in the Propoſal of gaining the moſt accurate poſſible Accounts of the Payments actually made by the Huſbandmen, excluſive of its being eſſential to the Relief which it may be neceſſary to give them, before Government can venture to expect any adequate Advantage from fixing the Revenue. Add to this, that there ſeems but ſmall Occaſion for doubting the Authenticity of the Materials to be procured; collateral Informations will always ſerve as a Check upon each other, while every Man is actuated by a ſeparate and peculiar Motive, or ſo long as there remains a divided Opinion in the World.

“ I am likewiſe perſuaded that Adminiſtration cannot have a more important Topic of Diſcuſſion, or Object of Action, than to define and ſecure the Rights of the People: And in this

Country, where all territorial Property centers ultimately in Government, and where the Zemindar holds his own Lands but by a Pottah, the ſame Tenure by which his under Tenants holds them again from him, I think the public Eye ſhould have a Watch upon thoſe as well as the former, and that it would tend as much to the Intereſt of the State, as to the Satisfaction of the greater Number of Inhabitants, that all Pottahs ſhould be equally well defined, and be guaranteed from all Violation with an equal Authority.

“ Perſonal Property ought as much to be ſacred in the Pittance of the Poor, as in the Poſſeſſions of the Rich; and as I have ſaid, “ The Welfare of the Huſbandmen and Manufacturer is the Groundwork of a well regulated State,” it follows, that I deem it to be the firſt Object of this Government, to fence and ſecure the Ryots againſt the arbitrary Power of their Zemindars; otherwiſe, no one Regulation we may reſolve on can, in its immediate or remote Conſequences, anſwer the beneficent Deſign for which it was formed. The Wealth of every Country is to be found in the Wealth of the Commonalty alone, eſpecially in this Country, where the peculiar Manners and Superſtitions of the higher Claſs, either influence them to ſecrete their Acquiſitions, to diſſipate it in religious Endowments out of the Provinces, or in the oſtentatious Folly of giving daily Food and Subſiſtence to a Number of idle Dependants, who by ſuch Means are totally ſeparated from the Bulk of the People, and who muſt otherwiſe have been uſefully employed in the Manufactures and Cultivation of the Country. I acknowledge the Taſk is extremely difficult and arduous; but, unleſs the Rights of the common People are well defined and well ſecured, I am perſuaded all our Speculations will only tend to enrich the Zemindars, and either lock up in their Hands a large Portion of the current Specie, or divert it to the moſt pernicious Purpoſes, and precipitate that very Decay we are endeavouring to guard againſt.

“ The Secretary lays before the Board the following Minute received from the General on the ſame Subject.

“ General Clavering.—I have peruſed with Attention the Governor General's Minute of 1ſt inſtant, and confeſs myſelf at a Loſs for Words to expreſs my Aſtoniſhment at ſuch an Attempt to wreſt out of the Hands of the Council ſo important a Branch of the Adminiſtration of this Country, as the Ordering, Management, and Government of all the territorial Acquiſitions of the Kingdom of Bengal, &c. veſted in them by the late Act of Parliament, of which I hold it a direct Breach, being a moſt illegal Uſurpation of the Powers conferred by that Act upon the united Members of this Government, and, as ſuch, I moſt ſolemnly proteſt againſt it.

General's Opinion on the Office for preparing Materials for the new Settlement.

“ If, to elude this Proteſt, it ſhould be ſtated, that the Object of the Meaſure proteſted againſt is only to collect Materials for future Management, and not to uſurp the Ordering or Management itſelf, let me aſk; Why at this Time, when it is notorious that the Government of this Country is, in Fact, veſted in the Governor General and Mr. Barwell excluſively, though nominally and deſcriptively in the Governor General and Council, that the Governor General ſhould propoſe to have all Orders written in his own Name, and the Controul committed to his immediate Charge? Again; will not the Orders to be iſſued by the Governor General throughout the Provinces ſuſpend the Action of all the other Orders given by the Governor General and Council, or their Delegates, the Provincial Councils, by virtue of the Independent Powers now required to be given to him? And will not the Exiſtence of ſuch Authority, unlimited both in Duration and Extent, deprive the other Members of Adminiſtration of the Power of taking any further Steps in the Ordering and Management of the Revenues for the Purpoſe of forming the new Settlement, although legally indiviſiby conferred upon the united Body of the whole Council; and then, will not this Suſpenſion, in Effect, amount to an Uſurpation of a ſeparate Management, or Sole Controul, which I proteſt againſt?

By the 22d Article of the Regulations of the Committee of Circuit, Orders are to be ſent through the Channel of the Board of Revenue to the Collectors.

“ Independent of this, the Plan of eſtabliſhing an Office under the immediate and ſole Controul of the Governor, in order to be furniſhed with accurate States of the real Value of the Land; or, in other Words, once more to inveſtigate them for the probable Purpoſe of forming a new Settlement at the Preſidency, to be executed by ſuch Powers, and entruſted in the Hands of ſuch Agents, as will be employed, appears to me incompatible with the Rules of the former Adminiſtration of the Revenue, with the Conſtitution of the Offices already eſtabliſhed under the Preſidency, and indeed, with every political Principle that ſhould regulate a wiſe Government; in ſhort, ſolely tending to diſturb the Minds of the People, and to throw the whole Syſtem of the Adminiſtration of the Revenue into Confuſion. All the Miſchiefs of the Committee of Circuit will be renewed by the unjuſtifiable Hopes it will hold out, of acquiring Wealth by obtaining Farms, diſtributed under the Influence of this new created Office. The Country will flock to the Preſidency, and Europeans and Natives will all croud the Governor's Levees in Expectation of ſharing a Part of the Plunder.

Article 3d. The Farms and Uſages peculiar to each Diſtrict, and the preſent and improveable State of their Lands, require a local Inſpection: they cannot be known with any Degree of Certainty by remote Obſervations, or the intereſted and ſuperficial Scrutinies of the Natives; a Part of the Adminiſtration itſelf being on the Spot, will run leſs Hazard of being deceived in Intelligence, or diſappointed in their Inveſtigations; they will be better able to hear and redreſs any Grievances which the Inhabitants may prefer to them, and to form ſuch particular Regulations as may be neceſſary for the Exigencies of each Diſtrict, or even to ſuperadd others to thoſe, which ſhall be generally and previouſly reſolved on.

“ It is difficult to gueſs by whom a Project, ſo big with Miſchiefs, could be deviſed. I am told the Natives, however, aſcribe it to Cantoo Baboo, the Governor's Banyan.—He had been abſent for more than a Year from the Preſidency. He was no ſooner returned, than the Plan made its Appearance; 'tis true he is more intereſted than any Body in concealing the actual Collection of his Farms, and in ſecreting the Value of his Talooks, which he holds as an Inheritance.

“ Whether or not I have aſcribed the Project to its proper Owner, and have accounted rightly for his Intention in it, it is moſt certain that it will be carried on and managed under his immediate Influence, and that he will have the Appointment of all the Native Officers under it.

“ The firſt obvious Meaſure of the new Office muſt be to eſtabliſh their own Power, and that of their Agents, throughout the Provinces; and with what Moderation they will exerciſe that Power, countenanced and ſupported as they will be, I leave to Mr. Haſtings's Knowledge of the Character of the People to determine.—He can well judge whether they are likely to be diſintereſted in taking the Moffuſil Accounts, and not ſhewing Favour where they are moſt rewarded. He can determine whether they are not likely to diſturb the preſent Collections, and whether, in that Caſe, the Failure of the preſent Year's Revenue is to be imputed to the Meaſures of the late Majority, or to the Appearance of ſo many rapacious Agents in the Diſtricts. I think it cannot be doubted but that, when it is ſo much the Intereſt of the Ryott to conceal his Property, that it is not likely he will withhold a Tribute to the Agent to ſecure himſelf againſt a perpetual Taxation.

“ The Governor General muſt know the Neceſſity there is of holding the Poonah in April for the new Settlement, and for that Purpoſe, that at leaſt Two Months previous Notice ought to be given of the Intentions of Government in forming it; and he ought therefore to be aware of the Shortneſs of the Time, and how improbable it is that theſe Agents, even ſuppoſing they were not to be diverted from the Object of their Miſſion by the Honour and Lucre of their Employ, it will be for them to go through an accurate Inveſtigation of the Accompts of each Village in ſuch a ſhort Period.

“ Upon a Suppoſition however that they had over-run the Country, and collected together the Accompts, ſuch as they may be ſuppoſed to be under ſuch Management, then there ſtill remains the Inconvenience of concentring in the Governor General all the Information which may be obtained by their Enquiries.

“ If the Eagle Packet, which the Company acquainted us would ſail in June laſt, ſhould arrive, and bring out Orders that ſhould obſtruct the Governor General in the Purſuit of his Plan, juſt at the Time when it may be ripe for Execution, the Council, unacquainted with the whole Plan, will neither be able to complete it, nor to adopt any other.

“ Next as to the Expence, if that can be allowed to be a Conſideration, when ſo great a Benefit is in Contemplation, the ſmall Part of it already fixed amounts to 5,000 R^{s} per Month, and for the Reſt, the Governor himſelf does not even venture to throw a Gueſs at what it may amount to; but this he deems immaterial, as he readily obviates the Difficulty, by the old Plan of levying it upon the Country by a Mahtoote, which he concludes it will be able to bear, forgetting how far the Remiſſions he has lately found neceſſary to make of the whole Amount Balances of the Kiſnagur Rajah, and others, will ſupport that Opinion. But not to diſcuſs a Point ſo evident, let me aſk, whether any Payment from the Country inſtead of the Treaſury can be a Saving to the Company, one being ſupplied from the other, and both equally their Property?—But Arguments upon Savings are vain, when the Neceſſity of an Expence is ſo urgent as in the preſent Inſtance. Having no Eſtabliſhment of local Agents already in Pay and Authority, from whoſe long Reſidence and Experience we can expect the required Information, it follows, that new Powers and new Expences muſt be framed to effect it.

Article 12th. Regulations. All Mahtoots to be aboliſhed.

“ And had the Committee of Circuit (whoſe Regulations the Court of Directors have enjoined us to conſider as ſtanding Orders) not appointed a Roy Royan, a Superintendant of the Khalſa, and an Accomptant General for the Purpoſe of digeſting, and reporting upon all Moffuſſil Statements and Accounts, the Governor General might have urged, that the Board being inadequate to the Labour of digeſting them, a new Office was neceſſary.

By the 7th Article of the Proceedings of the Committee of Circuit, the following Offices are to be eſtabliſhed for conducting the Buſineſs of the Khalſa according to theſe Regulations.

1ſt. Roy Royan's Office.

To this Office all Accounts, Statements, and Papers whatever are to be firſt tranſmitted, and from thence diſtributed to the proper Office, after having been received by the ſuperintending Member of the Khalſa, and the Roy Royan.

“ I will only add, that, by the preſent Plan, all former Arguments of the late Majority againſt the Committee of Circuit ſtand not only confirmed, but redoubled by this Self Condemnation.—What the penetrating Eye of the moſt experienced and oldeſt Servants (all Members of the Council, with the Governor at their Head) themſelves upon the Spot, with the whole Power of Government in their Hand, could not attain a true Inſight of, and this ſince corrected, and diſcuſſed by Five Years Collections, is yet to be ſought for, and now to be expected, at the Diſtance of ſome Hundred Miles, by Two Junior Servants, One of whom is barely out of his Writerſhip, above One Year of which he was abſent from the Country.

“ If a new Inveſtigation is now neceſſary, I can ſee no Point of it that cannot be as effectually compaſſed, and even much more ſo, by the Provincial Councils; a natural unalarming Channel, without Expence, and without any unnatural Medium, or unconſtitutional Authority.—Whereas, the new Plan is directly the contrary, and will poſſibly be totally thwarted (at leaſt in the Attainment of any Good) in the very firſt Outſet, by the univerſal Alarm, ſo excentric a Motion will create, and muſt continue to cauſe.

“ Mr. Francis has more fully anſwered the Particulars, wherein chiefly coinciding, I forbear Repetitions, excepting to the Circumſtance of the Pottahs, upon which I will only ſay, that if they have not yet been iſſued, although ordered Five Years paſt, the Governor General muſt look to himſelf for the Blame; for had he exerted his Authority, when the Committee was upon the reſpective Spots, or had he not by himſelf, and the Influence of his executive Powers, and the Counteractions of his Dependants, thwarted our Attempts to effect it, they would not now remain to be diſcuſſed in a new Plan; and, conſidering the preſent Conſtitution of the Government, I cannot, with Mr. Francis, flatter myſelf with Hopes of Succeſs in the Accompliſhment of our late Orders to Burdwan upon this Subject.

“ In one Point further I differ with Mr. Francis; my Objections to this Meaſure not depending on Opinion, but being made directly to its Illegality, I cannot ſtrain my Senſe of Duty to promiſe, as he does, that I will ſupport it when it is reſolved to be carried into Execution.

“ In the Appointment that the Governor General has made of Officers to fill the new Office, he has very particularly ſet forth the Merits of Gunga Govind Sing, whom he had, but a few Days before, reſtored to his Office of Duan to the Calcutta Committee, as if the Office of Right belonged to him; it muſt be remarked however, that the Governor General has been very guarded in not adding official Probity in the Encomiums which he has ſo liberally given to him; it is very well known that he was diſmiſſed from his Office on an Accuſation of Cumaul ul Deen Cawn, whoſe Teſtimony the Governor General cannot but admit, particularly as the Fact has been eſtabliſhed in the Supreme Court, on the Trial of Mr. Fowke, that he Gunga Govind Sing had taken from him Twenty-two thouſand Rupees colluſively for certain Purpoſes, and for which he was to allow Comaul ul Deen to run a certain Quantity of Salt.

“ As the Duties of the new Office muſt neceſſarily engage the whole Time of this Miniſter, it would have been reaſonable, when the Governor General thought proper to appoint him Peſhcar at the Khalſa, with a Salary of Seven hundred Rupees a Month, that he would have been pleaſed to have taken into Conſideration, that it will be impoſſible for this ſame Man to perform ſo many various Duties, together with thoſe belonging to his Office of Duan to the Calcutta Committee; which Office will probably be totally neglected if ſome other Man is not appointed to ſuperintend it.

“ The Governor General delivers in the following Reply to Mr. Francis's Minute of the 5th inſtant.

“ Governor General.—I am thankful to Mr. Francis for the Promiſe which he has given me of his Aſſiſtance in promoting the Arrangements which may be formed for the new Settlement, even though they may not be ſuch as he approves. After ſuch an Aſſurance, even his Objections to the Office which I have recommended for that Purpoſe, have a Claim to my Acknowledgments; and I hope to benefit by his Aſſiſtance, more cheerfully given, when he ſhall diſcover that our Objects are the ſame; and that though we do not agree in our Opinion of the Means which I have recommended, yet the Difficulties which he apprehends in the Execution of them, are not only ſurmountable, but ſuch as have always yielded to the ſame Mode of Inveſtigation, conſtantly and ſucceſsfully practiſed under the Mogul Government.

“ When I recommend the Inſtitution of an Office for compiling the Materials which were neceſſary for the new Settlement, I meant no more than to ſhew the Neceſſity of it, and to propoſe the ultimate Objects of its Reſearches. It was as foreign from my Purpoſe, as it would have been premature, to mark out every Stage of its Progreſs, which, from the Nature of it, muſt be ſubject to Variations, or to determine either the preciſe Mode, or Amount of the Settlement, which it was the profeſſed Deſign of this Inveſtigation to aſcertain.

“ For the Satisfaction however which Mr. Francis requires, I will endeavour to give him a fuller Explanation of the Deſign of the Office which I have recommended, and of the Detail of Buſineſs which is to be, or may be, aſſigned to it.

“ I have already ſaid, that the general Deſign of it was to obtain an accurate State of the real Value of the Lands, as the only Ground Work on which the new Settlement could be conſtructed; I mean, on which it could be conſtructed, ſo that the Burthen of the Public Revenue ſhould reſt with an equal Weight upon the whole Body of the People.

“ On this Subject Mr. Francis's Minute contains two Propoſitions.—Firſt, that the Inconveniences of an unequal Aſſeſſment ought not to be regarded; and next, that thoſe Inconveniencies do not admit of a Remedy.

“ More uſed to the Practice of Buſineſs than to Speculation, I beg to be excuſed from diſcuſſing theſe Propoſitions as general and abſtract Queſtions; and inſtead of conſidering them as Principles which are equally applicable to any Country, I wiſh to confine them merely to the Revenue of Bengal.

“ The Opinions of Monteſquieu, Sir James Stewart, and Doctor Smith, which are produced to ſhew that an unequal Aſſeſſment is attended with few or no Inconveniences, may be juſt as to thoſe Countries where the Land Tax bears but a ſmall Proportion to the Amount of the Produce; and any Attempt to alter the Proportions of a Land Tax which have been eſtabliſhed by ancient Cuſtom, might, as they ſuppoſe, give Riſe to thoſe Diſcontents, which, amongſt a high ſpirited People, every Innovation is apt to excite; but the Caſe is very different in Bengal.

“ Let us ſuppoſe, for Inſtance, that in England the Proportion of the Rent of Land taken by Government is a Fifth Part, and in ſome Places, from an Inequality in the Aſſeſſment, amounts only to an Eighth Part.—In the Firſt Caſe, the Proprietor after paying the Tax will have Four Fifths or Sixteen Shillings in the Pound, and in the laſt Seventeen Shillings and Sixpence, to himſelf. But in Bengal Nine Tenths of the Nett Produce, or Eighteen Shillings in the Pound, are generally ſuppoſed to belong to Government, and the remaining Tenth to be the Property of the Landholder; or in other Words, a Zemindar whoſe Land produces 1,00,000 Rupees pays 90,000 to Government, and has a Right to retain the remaining 10,000 to himſelf; but ſhould this Land happen to be rated at 1,05,000 Rupees, or only One Twentieth Part above its Value, then inſtead of 10,000 Rupees, the Poſſeſſor would receive only 5,500 Rupees, or little more than One Half of his juſt Income; while another Man who inherits a Zemindarry of equal Value, but which is reputed to be worth only 95,000 Rupees, or One Twentieth Part underrated, will inſtead of 10,000 Rupees enjoy an Income of 14,500 Rupees. Thus the Inaccuracy of a Twentieth Part in the Valuation, more or leſs, will render the Eſtate of one Zemindar almoſt Three Times more profitable to him than that of another, whoſe Lands are of equal Value; and this operates not only as an Inconvenience, but as a heavy Oppreſſion.

“ It is eaſy to ſhew, that the unequal Valuation of Lands in Bengal is productive of this Evil, and that while ſome Landholders, after paying their Rents, retain enough to live in Eaſe and Affluence, others are reduced to Beggary, and unleſs the Mercy of Government interpoſes to ſave them, their Eſtates are ſold to make good the Portion of Revenue which has been arbitrarily aſſeſſed upon them. The Truth of this Fact is eſtabliſhed by the Diſpoſal which has been made of Zemindarries on the Diviſion of Dacca, by the Sale which was propoſed of the Rajah of Nuddea's Lands, by the Number of wealthy Farmers who have been ruined in the Bahar Province, and by the Sale of Talooks lately made by the Council at Moorſhedabad.

“ Nor is any Alteration in the Aſſeſſment likely to produce Diſcontents, becauſe it will be no Innovation. The ancient Tumar and Tuckſeem, or Diſtribution of the Land Rent which was formed about Two hundred and twenty Years ago, has long ſince ceaſed to ſerve as a Rule: Under the old Government, this Diſtribution was annually corrected by the Accounts, which the Zemindars and other Collectors of the Revenue were bound to deliver into the Office of the Canongoes or Kings Regiſters, of the encreaſed or diminiſhed Rents of their Lands, and of the Amount of their Receipts.—But the Neglect of theſe Inſtitutions, the Wars and Revolutions which have ſince happened in Bengal, the Inundations of Rivers, the Encreaſe of Cultivation in ſome Parts of the Province, and the Decreaſe in others, and the unequal Depredations of the Famine, have totally changed the Face of the Country, and rendered the Tumar Rent Roll a mere object of Curioſity. The Land Tax has therefore been collected for theſe Twenty Years paſt upon a conjectural Valuation of the Land, formed by the Amount of the Receipts of former Years, and the Opinions of the Officers of the Revenue; and the Aſſeſſment has accordingly been altered almoſt every Year.

“ Having thus ſhewn that the preſent Aſſeſſment is unequal, that the Inequality is productive of great Evils, that it is fluctuating and annual, and that therefore any Alteration in the Diſtribution of it, is not likely to occaſion Diſcontents, I hope that Mr. Francis will ſee with me the Expediency and even Neceſſity of obtaining an accurate State of the Value of the Lands, to enable us to lay the public Revenue with an equal Weight throughout the whole Province. Conſiderations of the ſame Kind, though not ſo weighty as thoſe I have mentioned, induced the moſt free People in the World to adopt a ſimilar Meaſure, and in the Year 1692 all the Lands in England were valued anew.

“ Mr. Francis's Second Propoſition is, that the Inconvenience of an unequal Aſſeſſment is not capable of a Remedy, becauſe it is impoſſible to obtain an accurate Valuation of the Lands. I confeſs the Attempt is not unattended with Difficulties; but as I have been led to propoſe it from a Conviction of its Neceſſity, I truſt, if I am ſupported by the Board, to be able, in a great Meaſure, to ſurmount them. I will not pretend to fix with Preciſion the Means by which this Deſign is to be proſecuted. Theſe muſt, in a great Meaſure, ariſe out of the Buſineſs in its Progreſs; but by pointing out ſome of the principal Sources from which I expect to derive Materials, I hope to ſhew that the preſent Juncture is peculiarly favourable to the Attempt, and that the Work is not undertaken without a fair Proſpect of Succeſs.

“ An accurate Valuation of the Lands is to be made either by an actual Survey and Meaſurement, or from the Accounts of the Land Rents. The firſt Mode is too tedious, expenſive and uncertain to be adopted. I would propoſe to make Trial of the ſecond. The Accounts of Revenue in Bengal are kept with a Regularity and Preciſion unknown in Europe. They are drawn out, I underſtand, nearly on one uniform Plan, and are balanced and adjuſted at fixed Periods. A ſeparate Account Current (or Kurca) is kept for every Reiat or Tenant, in which the different Articles which compoſe his Rent for one Year are ſtated on the one Side, and the Payments which he makes are entered on the other. The Whole of theſe Accounts are afterwards annually digeſted into Abſtracts, which contain a particular State of the Rent, the Receipts and the Arrears of each Village. The Abſtracts of all the Villages form the Purgunnah Accounts, and the general State of the Rent of the Zemindarry or Capital Diviſion, is compoſed of the Aggregate of the Accounts of the Pergunnahs. In order to convey an Idea of the diſtinct and circumſtantial Manner in which theſe Accounts are kept, I have annexed Tranſlations of the two firſt, viz. that of a ſingle Reiat, and that of a Village: It will be unneceſſary to produce Specimens of the two laſt; all theſe are called Mufuſſul Accounts.

“The Hiſtory which I have given of theſe Accounts will ſerve, I hope, to redeem their Character from the Imputation of being looſe, confuſed, and intricate, and ſhew, that if we can ſucceed in procuring them, they will furniſh us with ready formed Abſtracts of the actual Collections, which will require only to be compared. For this Purpoſe it will not be neceſſary to examine the Accounts of every Reiat, nor of every Village. The inferior Accounts are uſeful only as Checks to the greater. From the regular Proceſs in which the Whole are formed, it will be ſeen how eaſily the Falſehood of any Account may be detected, ſince it is impoſſible to falſify the Sum Total of a Pergunnah, without falſifying all the Parts of it, which of Courſe will differ from thoſe of each Village; and thoſe again if forged will be corrected by the Account Currents of the Reiats. Thus the Fidelity of the greater Accounts when ſuſpected, may be eaſily tried by a Reference to the ſubſidiary Accounts, which can hardly be falſified, as it is almoſt impoſſible to join in one Combination ſo many People as muſt be concerned in it.

“All theſe different Accounts are publickly kept in their reſpective Cutcherries. It is by them that the Rents are collected, and they are always delivered over to ſuch Perſon as has the Charge of collecting them, whether Zemindar, Sezawul Wadadar, or Farmer. I am ſenſible that to obtain the original Accounts of the Rents of every Part of Bengal will be a very difficult Taſk; for the inferior Zemindars will, as Mr. Francis has obſerved, probably uſe every Artifice to conceal the Accounts of their Rents, or perhaps even attempt to fabricate them. But this in the large Diviſions, for the Reaſons which I have already given, will be almoſt impoſſible; beſides as the Farmers are bound by their original Engagements to deliver to Government an Account of their Collections, as the Cuſtom of the Country requires that they ſhould give up the Moffuſſil Accounts at the Expiration of their Leaſe, and as they have little Intereſt to withhold them, ſince they muſt yield up the Farms at the End of the Year, the preſent Juncture is more favourable for procuring a true Valuation or Huſtabood of Bengal than any other. It would be almoſt impoſſible to form it afterwards, in the Event of the Lands being reſtored to the Zemindars; and thus one of the great Objects of the Five Years Settlement, the Diſcovery of a Rule for an equal Aſſeſſment, would be loſt.

“To collect theſe different Accounts, and to digeſt and methodize them for our Guidance in forming a new Settlement, is one of the principal Objects of the temporary Office which I have propoſed.

“I am ſenſible that it would be a far more eaſy Taſk to prepare the Materials for a new Settlement in the Manner which Mr. Francis propoſed, by taking the Accounts of the actual Receipts of Rent for Three Years paſt, and correcting them by the Opinions of the Provincial Councils, on ſuch Diſtricts as have been either favoured or over-rated. But although I conſider theſe as uſeful Informations, I do not think that we can by them alone aſcertain the real Value of the Lands, or ſafely make them the only Grounds of the future Settlement of the Revenue. Many of the Lands have ſuffered by Drought, Inundations, or other temporary Calamities, which, though affecting the immediate Collections, cauſe no Diminution in their real Value. In ſome Inſtances the Rents have been completed by Loans, or made up from the private Fortunes of the Landholders: In other Places they have been enabled to fulfil their Engagements by oppreſſive Exactions. The Value of ſome Lands on the contrary have been fully equal, or even ſuperior to the Rent aſſeſſed upon them; but the Collections have fallen ſhort through the Neglect or Incapacity of the Farmer, or Zemindar, or have been received and diſſipated in idle Expences, or been embezzled by the Collectors. In each of theſe Caſes, and every Diſtrict in the Province without an Exception is liable to one or other of them, the actual Receipts of Government would prove a falſe Eſtimate of their Worth, and often widely remote from it: And if a Settlement were formed upon ſuch a Principle, what would it be but to hold out a Reward to Fraud and Diſſipation, to encourage the Zemindars and Landlords to keep back their Payments, as the Means of diminiſhing their Rents, and to puniſh Punctuality by loading it with a full Share of the Aſſeſſment.

“But, to correct the Irregularities of an Eſtimate conſtructed upon ſuch uncertain Grounds, the Opinions of the Provincial Councils are thought ſufficient. Now theſe muſt be formed either on Materials ſuch as I have deſcribed, or on the Opinions of their dependant Officers; the former would be uſeful, and ſpare the Labour of further Reſearches; the latter, if the Evidence of Accounts can be procured, ought not to be admitted as Authority in a Matter of ſuch great Importance, and in which an Error in the Valuation of the Land, even of a Twentieth Part, may reduce an antient Family to Beggary, or double the Income which it formerly enjoyed. Surely it will not be urged as an Objection to official Accounts, that they may be fraudulent, and yet propoſed to take private Opinion for Authority. The Forger of falſe Accounts is liable to the ſevereſt Penalties, and thoſe Accounts are liable to Detection; but the Errors of Opinion are always difficult of Conviction, nor has any Government ever deviſed a Puniſhment for thoſe who maintained them.

“To elucidate and ſupport many of the Arguments which I have above uſed, I will only ſtate One Caſe.

“At the Cloſe of the laſt Bengal Year, ſeveral Talookdars, or petty Landholders, in the Neighbourhood of Moorſhedabad, fell largely in Arrears in the Payment of their Rents, and their Lands were ſold to make good the Deficiency: Some of theſe Families had enjoyed their Eſtates for above an hundred Years. The Board, knowing that the Revenue is unequally aſſeſſed, and in ſome Places beyond the Abilities of the Proprietors, wrote to the Provincial Council at Moorſhedabad, to know whether the Eſtates of theſe Talookdars had been really over-rated, or whether the Arrears were to be attributed to Neglect or Miſmanagement. They have lately returned an Anſwer, with Accounts of the Rents, Receipts, and Arrears of all theſe different Talooks, by which it appears that the Rents had in general been paid with much Regularity for the Three preceding Years, but had fallen in Balance during the laſt. One of the Talookdars (Shezadpoor), whoſe annual Rent is about 15,000 Rupees, had laſt Year paid no more than 4,000 Rupees in Part of it. The following is an Extract of the Anſwer to our Enquiries as to the Cauſes which had thrown theſe Talooks into Arrears.

“‘How far theſe Balances have been owing to the Neglect and Miſmanagement of the Proprietors, or to the Lands having been over-rated, it is not in our Power accurately to determine; but from the Collections having been regularly kept up for Three Years, and falling ſo much in Arrears the Fourth, it affords Room for ſuppoſing that the Complaints of the Zemindars of the Drought of the Seaſon were not without Foundation, and this might be the Cauſe of that Year's Deficiency.’”

“It appears therefore, that the regular Payment of Rents for Three Years is no Proof of the Proprietor's Ability to continue to pay the ſame Rent; that if he falls in Arrears his Eſtate is ſold; and that a Provincial Council, of which both the Engliſh Members and the native Officers in Point of Abilities yield to none in Bengal, are unable to ſay whether any particular Diſtrict has been favoured or over-rated; for if it is not in their Power to give an Opinion of the under or over Valuation of the Rents of an Eſtate in their own Neighbourhood which had been ſold, and the Rent of which amounts only to 15,000 Rupees, how can we expect exact Reports concerning the Rents of the Whole of their Diviſion, which amounts to Fifty Lacks of Rupees. The Truth is, that it is impoſſible to form a juſt Judgement of the Value of Lands, and conſequently of the Revenue which they ſhould pay, but by an Inſpection of their Moffuſil Accounts.

“But admitting that the Receipts of Revenue, and the Opinions of the Provincial Councils ſhould appear to us ſatisfactory Grounds for eſtabliſhing a fixed Aſſeſſment, yet the Concurrence of the Zemindar alſo will be neceſſary. Suppoſe the Caſe of the Talook abovementioned, Shazadpore; we offer to fix the Rent at 15,000 Rupees; the Poſſeſſor declares it to be over-rated. Upon what Grounds can we compel him to ſubſcribe to our conjectural Valuation? or how can we admit his Pleas without examining them? Should we however perſiſt in dictating our own Terms, the Proprietor will very probably accede to them like the Rajah of Nuddea, in the Dread of loſing his Talook, which, if unequal to the Aſſeſſment, muſt afterwards be ſold, not for any Crime or Fault of the Proprietor, but for the Deſpotiſm of Government in exacting from him what he had not to give.

“If the Commands and Exigencies of the Company will admit of it, I ſhall be ready to join in lowering the Revenue; but the peculiar Neceſſities of this Government will not perhaps allow of a conſiderable Diminution of the Rents; and whatever it may be, it will be felt as a Relief only according to the Diſtribution of it, and the Manner in which it is proportioned to the State and Abilities of thoſe who are to pay it.

“I concur entirely with Mr. Francis in his Arguments againſt raiſing the greateſt poſſible Revenue from Bengal, by deſtroying all the intermediate Orders of Men between the Ruler and the Cultivator. But as my Object in endeavouring to procure an accurate Account of the Rents is only to make an equal Diſtribution, and has no kind of Connection with the Propoſition of raiſing the largeſt Revenue, nor with that of deſtroying the intermediate Orders of Men, I imagine it is unneceſſary to follow Mr. Francis through all the abſtract Reaſonings which he has introduced on Subjects ſo remote from my own Intentions.

“Beſides the immediate Buſineſs of the propoſed Office, I have recommended, as a Second Object of its Reſearches, the better and more effectual Regulation of Pottahs for the Security of the Reiats in the perpetual and undiſturbed Poſſeſſion of their Lands, and to guard them againſt arbitrary Taxations. The Words, ‘perpetual Poſſeſſion,’ and ‘their Land,’ which may be mere Inaccuracies of Expreſſion, for they were not meant to convey the Idea of any poſitive or excluſive Right of Poſſeſſion, have been noticed by Mr. Francis as contradictory to the Rights of Property which are veſted in the Zemindar. I ſhall not here attempt to account for the Diſtinctions of Property as they are underſtood in this Country; it is ſufficient for me to obſerve, that while the Reiat pays his Rent, the Zemindar has no Right to diſpoſſeſs him, nor can the Zemindar by any legal Right exact a higher Rent from him than his Pottah preſcribes.

“Mr. Francis ſeems to ſuppoſe, that there is no Neceſſity for the Interpoſition of Government between the Zemindar and the Reiat. He obſerves, ‘that if they are left to themſelves, they will ſoon come to an Agreement, in which each Party will find his Advantage.’ This would be a juſt Concluſion, if the Zemindars were all capable of diſtinguiſhing what was for their Advantage: But it is a Fact which will with Difficulty obtain Credit in England, though the Notoriety

“ will juſtify me in aſſerting it here, that much the greateſt Part of the Zemindars, both of Bengal and Bahar, are incapable of judging or acting for themſelves, being either Minors, or Men of weak Underſtandings, or abſolute Idiots. This Circumſtance, and the conſequent Oppreſſions which are exerciſed by thoſe who act for them without Intereſt in the Proſperity of the Zemindarry, renders it neceſſary to provide for the Security of the Reiats by Checks and Regulations. It is to be obſerved alſo, that there are two Kinds of Reiats. The more valuable are thoſe who reſide in one fixed Spot, where they have built themſelves ſubſtantial Houſes, or derived them by Inheritance from their Fathers. Theſe Men will ſuffer much before they abandon their Habitations, and therefore they are made to ſuffer much; but when once forced to quit them they become vagrant Reiats. The vagrant Reiats (as Mr. Francis obſerves) have it in their Power, in ſome Meaſure, to make their own Terms with the Zemindars. They take Land at an under Rent, hold it for one Seaſon; the Zemindar then encreaſes their Rent, or exacts more from them than their Agreement, and the Reiats either deſert, or, if they continue, they hold their Land at a Rent lower than the eſtabliſhed Rate of the Country. Thus the ancient and induſtrious Tenants are obliged to ſubmit to undue Exactions, while the vagrant Reiats enjoy Lands at Half Price, which operates as an Encouragement to Deſertion, and to the Depopulation of the Country.

“ The general Subject of Pottahs, and the Abuſes and Oppreſſions ariſing from their preſent Uncertainty, and the Variety of Articles that compoſe the Reiats Accounts, have been often Matter of juſt Complaint; and I believe every Member of the Board is ſatisfied that they require to be reformed. All that I now propoſe is to collect the Materials of Information on this Subject, to be laid before the Board for their future Determination on the moſt effectual Means of regulating the Pottahs. At preſent I am not prepared to propoſe a complete Plan, and decline giving a premature and partial Opinion, while I am profeſſedly ſeeking for the Grounds to determine it.

“ Signed at the End of the Conſultation,

“ Warren Haſtings,
“ J. Clavering,
“ P. Francis.”) (a) §

Read, from Book 209, already delivered in, the following Extract of a Conſultation of the 14th of March 1777, beginning at Page 111 of the ſame Book.

Rev. Dept. Friday.

“ Fort William, the 14th March 1777.

“ At a Council; Preſent,
The Honourable Warren Haſtings Eſquire, Governor General;
Lieutenant General Clavering;
Richard Barwell, } Eſquires.
Philip Francis, }

Governor General's Motion in Conſequence.

“ Governor General.—I move that the following Letter be written to the Chief and Council at Moorſhedabad.

“ Complaint having been made by Ram Ram Boſe, the Aumeen of Bettoreah, that many of the Zemindarry Officers refuſe to deliver to him the Accounts of the Collections under their Charge; and, in other Reſpects, oppoſe him in the Execution of his Commiſſion: We hereby poſitivily * direct, that on any Complaint being made to you, either from him or from any other Aumeens, who have been deputed into the Diviſion, you do immediately take the moſt effectual Means to ſupport and enforce their Authority, by carrying ſuch Papers of the Collections as they ſhall require, conformaly * to their Inſtructions, to be put into their Poſſeſſion, by compelling the Attendance of ſuch Revenue Mohrirs, as may be required by the Aumeens to explain them, and by arreſting and puniſhing thoſe who ſhall dare openly to oppoſe or diſobey the Orders of Government in theſe Inſtances (b).

* Sic in Orig.

* Sic. in Orig.

Signed at the End of the Conſultation,

“ Warren Haſtings,
J. Clavering,
Richᵈ Barwell,
P. Francis.”

Read, a further Extract from the ſame Book, and ſame Conſultation, beginning at Page 323, of the ſame Book, as follows.

Mr. Francis's Opinion on the ſeveral Propoſitions of the Governor General.

“ 2d Propoſition:—I object to the propoſed Letter to the Council of Moorſhedabad, ſince under Colour of the following Words, “ by arreſting and puniſhing thoſe who ſhall dare openly to oppoſe or diſobey the Orders of Government in theſe Inſtances,” the Council of Moorſhedabad, or their Officers, may inflict corporal Puniſhment *ad libitum*, by flogging and other Modes of Torture. I do not myſelf poſſeſs, nor wiſh to poſſeſs, the Power of inflicting corporal Puniſhment upon any Man at my own Diſcretion; of courſe I cannot delegate ſuch a Power to another. As long as the Ranny of Radjeſhy pays her ſtipulated Revenue to Government, we can have no Right or Pretence to interfere in the internal Management of the Zemindarry, nor, of courſe, to arreſt, impriſon, or puniſh her Officers and Servants for refuſing to deliver up the Papers belonging to her Family and Eſtate. Beſides, that under Colour of demanding Papers, and a ſuppoſed Refuſal to deliver them, I know not what Acts of Tyranny may not be exerciſed by a Set of the loweſt Men, ſuddenly veſted with arbitrary Power, over the Perſons and Property of a timid helpleſs People. That they will tax the Country for their own Uſe, is one of the ſmalleſt Evils to be apprehended from the Eſtabliſhment of the preſent Inquiſition. When the Laſh is once raiſed, when Tortures may be threatened, and put in Practice, at the Diſcretion of an Aumeen; what Conſideration is it to limit him to the Gratification of one Paſſion only? And whither ſhall the wretched Victim of his Cruelty fly for Protection, when every Thing he does, is done in the Name, and by the Authority, of a Government under which the whole Country trembles?

(a) Vide Appendix, Nº CLXXIV.

(b) Vide Appendix, Nº CLXXV.

" Great Pains have been taken to prove, that the Powers in Queſtion belonged to the Office of Aumeen under the Mogul Government. The Time ſpent in maintaining this Propoſition would have been idly employed, if it was not meant to prepare Precedents for Practice. I neither admit the Exiſtence of ſuch Precedents, nor will I, in any Shape, be a Party to the Practice ſuppoſed to be warranted by them." (a)

Read, a further Extract from the ſame Book and Conſultation, beginning at Page 341, of the ſame Book, as follows:

General Clavering's Opinion on the ſeveral Propoſitions of the Governor General.

" Propoſition the Fourth.

" A Letter to the Council of Moorſhedabad, to puniſh the Officers of the Zemindarry of Radiſhai, on the Complaint of the Aumeen and his Dependents.

" This Letter, partly dictated by Mr. Haſtings, and partly written with his own Hand, exhibits in ſo lively a View the State of Civil Society in Bengal, and particularly the Condition of the great Zemindars, that I moſt humbly intreat the Court of Directors to give it a few Moments of their Attention. They will judge, whether the Supreme Court of Judicature, which Mr. Haſtings has ſaid was a Bleſſing to this Country, has had yet that Effect, or whether, in any Country where any Kind of Laws are exiſting, Men, and particularly the Officers of a great Zemindary, may be taken up on the Complaint of a low Man, (ſtiling himſelf an Aumeen, or the Delegate of an Aumeen), confined and flogged for not obeying Orders of which he is entirely ignorant.

" The Court of Directors know that the Inſtructions to the Aumeens were not even communicated to the Provincial Councils by Government; and unleſs private Orders have been given to them by the Governor General in his new Office, by virtue of the Power which he has aſſumed of ſo doing, they too muſt be ignorant, whether the Orders of Government are diſobeyed or not, but muſt flog every One at the Diſcretion of the Aumeen.

" The Court of Directors, I hope, will forgive me, if I refuſe fixing my Signature to this Letter. I will not authoriſe, with my Name, the Commiſſion of the Enormities which it may produce. Moreover, I conſider it as owing its Exiſtence to the ſame vindictive Spirit which is let looſe on the Ranny of Burdwan, Mr. Goring, Mr. Roſewell, Mr. Wodſworth, and Mr. Fouke. I apprehend, whilſt the Zemindars and Farmers pay their Rents punctually, Government has no Right to interpoſe its Authority in the Management of their private Affairs, or their Zemindars. I conſider therefore * very Interpoſition of the Authority of Government with them, further than to compel them to pay their Rents, or for Purpoſes of Police, as ſo many Acts of Oppreſſion and Tyranny, againſt the Exerciſe of which the late Act of Parliament was intended as a Relief; why it has not had this Effect, I moſt ardently hope the Legiſlature will inveſtigate." (b)

* Sic in Orig.

The Counſel for the Defendant deſired a further Extract from the ſame Book and ſame Conſultation, beginning at Page 353 of the ſame Book, might be read.

The ſame was read, as follows:

§ (" 21ſt March. Received the following Minute from the Governor General on the foregoing
" Subject.

" Fort William, 21ſt March 1777.

Governor General's Minute in Anſwer to General Clavering.

" General Clavering ſays, that ' in the Minute produced laſt Friday by me at the Revenue
" Council introducing Four ſeparate Propoſitions, with Mr. Barwell's Approbation annexed to
" them, the Court of Directors will ſee a Specimen of the conciſe Manner with which the Reſo-
" lutions of thoſe Gentlemen become Acts of Government.' I do moſt painfully regret that this
" Inſtance will not ſerve as a true Specimen of the Diſpatch of Buſineſs at our Council Board.

" It was, in Reality, but an Effect of Neceſſity. The whole Morning of the 14th inſtant, in
" which thoſe Propoſitions were introduced, was waſted in tedious Debates. It was the laſt Time
" that we were likely to meet before the Cloſe of the laſt Diſpatches of the Seaſon, and I deemed

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(a) Vide Appendix, N° CLXXV.

(b) Vide Appendix, ibid.

“ it neceſſary that the Court of Directors ſhould be adviſed by it of the Meaſures which I propoſed to carry into Execution. I drew up the Minute while the General and Mr. Francis were in Poſſeſſion of the Council Table, and ſeized the firſt Interval which was allowed me to introduce it, which was not till after the Hour of Two in the Afternoon. Had I waited to make each a ſeparate Motion, and to take my Share, as uſual, in the Dialogue, which * which was to follow it, an entire Week would not have been ſufficient, though the Board had met every Day, to bring them all to a Concluſion. On this Occaſion I cannot avoid taking Notice of the Uſe (whether proper or improper, my Superiors will judge) to which the General has of late eſpecially applied the Privilege, which he undoubtedly poſſeſſes, of recording his Sentiments by Minutes dictated at the Council Board. Scarce any Subject, even of the moſt trivial Nature, is allowed by him to paſs without long Comments and Diſcuſſions, all more abounding in perſonal Reflections, of the moſt injurious Kind, upon my Character, than in Elucidations of the Points in Queſtions †. While he is thus employed, I am doomed to the Neceſſity either of exerciſing my Patience by ſitting in ſilent Attention to the General, during whatever Length of Time he chuſes to conſume in this Mode of gratifying his ill Humour againſt me, or of compoſing my Mind in the adjacent Apartment to other Buſineſs, which I can ſeldom find an Intermiſſion to introduce, or to adjourn the Council where my Preſence cannot avail to the Diſpatch of real Buſineſs, and afford freſh Cauſe of Offence by my Departure. If this Picture ſhall appear to be overcharged, I will beg Leave to refer the Honourable Court of Directors to the Proceedings of the 24th of laſt Month, in which the Names of Lord George Germaine and Mr. Whitworth are called in Aid, to load me with the blackeſt, though indirect Imputations, for the Truth of it.

* Sic in Orig.

† Sic in Orig.

“ I will frankly own, that I did ‘ mean only to take the Opinions of General Clavering and Mr. Francis officially as uſual.’ In other political Aſſemblies it is not uncommon for the Minds of Men, either warped by the Heat of Oppoſition from their proper Direction, or blinded by particular Intereſts, to quit their firſt and common Object, and run into perſonal Animoſities. But this has been the State of the Council of Bengal ſince the 21ſt of October 1774, the Day on which it firſt aſſembled, to the preſent Hour invariably. Our Superiors will have long ſince ceaſed to look in our Conſultations for temperate and friendly Communications in the Search of Truth, or the Purſuit of Meaſures tending ſolely to promote the public Service, nor *no*will * they expect to ſee any Motion of mine retracted from a Conviction impreſſed on my Mind, by the Aſſurances that it was made only with a View to private Advantage, or for the ſake of ſupporting an univerſal Syſtem of Licentiouſneſs, Oppreſſion, and Corruption.

* Sic in Orig.

“ When the General and Mr. Francis ſhall condeſcend to ſhew me not that Reſpect which is due to the Head of that Government, of which they were appointed joint Members by the King and Parliament of Great Britain; this I do not expect, but the common Forms of Civility which are mutually due from Men placed in an equal State of Society; when they ſhall receive my Opinions with Candor, and anſwer them from no other Impulſe than a Deſire of uniting with me in the Support of the Company's and the National Intereſts committed to our common Charge, I ſhall not have a Wiſh to avail myſelf of the conſtitutional Privileges, ſcanty as they are, which are annexed to my Station, and ſhall ever wait chearfully for the Aid of their Judgement to determine my own. But *Bus* * as this is impoſſible, I ſhall think myſelf not only juſtified in chuſing ſuch Meaſures, in Conjunction with the only Member of the Board on whom I can rely for Aſſiſtance, as ſhall appear to us moſt conducive to the Service, and † employ the conſtitutional Powers of this Government, while I can, to carry them into Execution, nor for this Purpoſe ſhall I deem it neceſſary to wait the Cloſe of every Series of Argumentation with which the other Members may endeavour to protract it.

* Sic in Orig.

† Sic in Orig.

“ How long the Will of our Superiors, or the Neceſſity of the Times, may ſuffer the Powers of this Government to be waſted in this inteſtine unnatural Conflict, I know not; but I will venture to pronounce, that they will never be effectually employed to the Aggrandizement of the Britiſh Influence in India, or even to the Eſtabliſhment of a State of permanent Order in this Country, till the Deliberations of the Board ſhall appear in their Records only from Reſolutions which they produce.

“ I ſhall now follow the General's Minute through his Objections to each of my Propoſitions.

“ Propoſition 4th.—Whether the Meaſure of deputing Aumeens to inveſtigate the Revenues of Bengal was expedient or proper in itſelf, is a Point which the Court of Directors will determine. It cannot be diſputed that it was a formal and conſtitutional Act of Government, and it is therefore the Duty of Government to ſupport and give it its due Effect. The General might ſurely have ſpared the harſh Cenſure which he has paſſed on the Supreme Court of Judicature for its ſuppoſed Forbearance or Inefficacy to check an Evil of ſuch Enormity, if he had recollected the Power which has been given to the Aumeens; and which was no more than to demand the Papers containing the Accounts of the Publick Revenue, which are the allowed Property of Government, and to require the Attendance of thoſe who were in Charge of them, and who, by the Laws of the Land, and the univerſal Senſe of the People, will be adjudged to deſerve a much

" ſeverer Puniſhment than the Britiſh Government has yet inflicted on Offences of this Kind, for " a Diſobedience of it's Commands, or an open Oppoſition to its Authority.

" Theſe Obſervations on the General's Minute having been drawn to a greater Length than " I either intended or ſuſpected, I ſhall forbear to make any particular Comment on that of Mr. " Francis, to which I believe the ſame Arguments will ſerve equally for a Reply.") §

(Signed at the End of the Minute)

" Warren Haſtings."

The Counſel for the Defendant deſired Mr. Barwell's Minute in the ſame Conſultation might alſo be read.

The ſame was accordingly read, beginning at Page 367 of the ſame Book, as follows:

Mr. Barwell's Anſwer to General Clavering's Minute.

§ (" Mr. Barwell.—I ſhall be as conciſe as poſſible as to the Strictures paſſed by General Clavering " on the Governor General's Four Propoſitions, and my Aſſent to them. Being ſatisfied in my " own Mind of the Propriety of my Support of them, I ſhall decline a fruitleſs Controverſy. The " Records are already ſwelled with Inſtances little to the Credit of our Debates; for almoſt every " Page preſents to the Publick unjuſt and harſh Reflections, captious Ill-humour, and injurious " Inſinuations. Theſe have marked General Clavering's Minutes for a Length of Time; and in " the preſent Temper of his Mind, appear to me to paſs with him for Reaſon and Argument; wit- " neſs the undiſcriminate Cenſure he gives to every Meaſure propoſed by the Governor: Witneſs " his conſtant Introduction * irritating Alluſions, however foreign, upon every Topick of Debate: " Witneſs his ſtrained Application of the Speeches delivered by Lord George Germain and Mr. " Whitworth, in the Honourable the Houſe of Commons: And laſtly, witneſs in theſe Inſtances " his Endeavours to obſtruct and protract the publick Buſineſs. I am not then ſurpriſed my Aſſent " to the Governor's Four Motions ſhould give Diſſatisfaction to General Clavering; nor am I ſur- " prized that the Governor General ſhould have been compelled to deviate from his uſual Mode; " and, inſtead of appearing, as he has almoſt invariably done, aſſiſting in the Deliberations of his " Council, leading them in this Inſtance. I confeſs I ſee many Objections to leaving publick " Buſineſs looſe and at large before the Board.—There is a Degree of Reſponſibility annexed " to the Office of the firſt Perſon in this Government; but on this Subject I ſhall reſerve myſelf " to a future Occaſion." (a)

* Sic in Orig.

(Signed) " Richard Barwell.")

(Signed at the End of the Conſultation) §

" Warren Haſtings,
J. Clavering,
Richd Barwell,
P. Francis."

Read, from Book 221 already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Fort William, dated the 30th January 1778, beginning at Page 93 of the ſame Book.

RevenueConſ. 11th March 1777, Fol. 11; 14th March, Fol. 65.

Par. 60. " Our Letter dated the 4th of July 1777, contained our Diſapprobation of the Governor General's Scheme for a new Inveſtigation of the Provinces, by the Deputation of native Aumeens into the Diſtricts.—We now read on your Proceedings, that Nundololl, one of thoſe Aumeens, has been furniſhed with a Guard of 50 Sepoys from Dacca without the Knowledge of the Commander in Chief; and from your Debates relative to the Power of the ſaid Aumeens, it appears that Nundololl has alſo deputed ſubordinate Aumeens, for whoſe Protection the Governor General ſeems to think Part of this Military Force might be neceſſary *. We confeſs ourſelves alarmed at theſe Proceedings, and more ſo when we conſider that Zemindars and other reſpectable Inhabitants of a Country, from which the Company and the Nation draw immenſe Advantages, ſhould be liable to vexatious Inquiſitions, and even to the Poſſibility of ſuffering Abuſes and grievous Oppreſſions from other Natives, veſted with an Authority which we utterly diſapproved, before we could have the Opportunity of preventing ſuch Abuſes.

* P. 73.

14th March 1777, Fol. 111, 112, 233, 343.

61. " As the Whole of the Meaſure is equally repugnant to our Ideas of Humanity and of ſound Policy, we have only to add, that if one Part of the Governor General's Plan be more exceptionable than the reſt, it is that Order which enjoins the Provincial Chief and Council, " on any Complaint made by any Aumeen," to ſupport and enforce the Authority of the ſaid Aumeens, by compelling the Attendance of ſuch Native Revenue Officers as the Aumeens might require, and by arreſting and puniſhing thoſe who ſhould dare to oppoſe or diſobey, what is ſtiled by the Governor General and Mr. Barwell, the Orders of Government in thoſe Inſtances.

62. " We obſerve, that General Clavering has ſigned ſeveral Letters in conformity to our Orders, though he has thought it neceſſary to proteſt againſt the Contents; but he hopes we ſhall forgive him for refuſing to affix his Signature to the Order before mentioned. His Reaſons for

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(a) Vide Appendix, Nº CLXXV.

ſuch Refuſal were, becauſe he would not authoriſe, with his Name, the Commiſſion of Enormities which it might produce. We find alſo, that Mr. Francis refuſed to ſign it; and we are happy in teſtifying, that the humane Sentiments expreſſed by the General and Mr. Francis on that Occaſion coincide entirely with our own." (a)

The Managers for the Commons informed the Houſe, that they had finiſhed their Evidence upon the Sixth, Part of the Seventh, and upon the Fourteenth, Articles of Charge.

Then Mr. Fox was heard, in Part, to ſum up the Evidence upon the Sixth, Part of the Seventh, and upon the Fourteenth, Articles of Charge.

Then the Houſe adjourned to the Chamber of Parliament.

Die Mercurii, 9° Junii 1790.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Managers for the Commons they might proceed to make good their Charge.

Mr. Fox was then heard to ſum up the reſt of the Evidence upon the Sixth, Part of the Seventh, and upon the Fourteenth, Articles of Charge.

Then the Houſe adjourned to the Chamber of Parliament.

(a) Vide Appendix, N° CLXXVI.

[illegible] Committee [illegible]
[illegible] and [illegible] with Execution

[illegible] Articles [illegible] upon [illegible]

T[illegible] the said Evidence [illegible] the Lord Speaker [illegible] they might proceed to make good their [illegible] Parliament.

Mr. St. John was [illegible]

Charge.

Then to prove that [illegible] was transmitted from the [illegible] to the Governor [illegible] publickly advised [illegible] Bengal, that all Contracts should [illegible]

From Book [illegible] in the following Extract of a Letter [illegible] General and Council [illegible] same Book.

[illegible] the United Company of Merchants [illegible] Governor General, Lieutenant General [illegible] and Philip Francis [illegible] Company [illegible] Governor General and Council at [illegible] by an Act of Parliament [illegible] certain Regulations for the [illegible] Company, as well in India as [illegible]

[illegible] can conveniently be performed by Contract [illegible] with the Conditions [illegible] that every Proposal be separated [illegible] Security shall be offered for [illegible] be entered in a Book [illegible]

Signed at the [illegible]

Edw. Wheler, [illegible]

[illegible]

[illegible] that an exclusive [illegible] Meer Manneer [illegible]

[illegible] from Book [illegible]
[illegible] 177[illegible]

The Honourable [illegible]

[illegible]

Die Lunæ, 23° *Maii* 1791.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Speaker informed the Managers for the Houſe of Commons that they might proceed to make good their Charge.

Mr. St. John was heard to open the Fourth Article of Charge.

Then, to prove that in the Year 1774 an Order was tranſmitted from the Court of Directors to the Governor General and Council at Bengal, "that all Contracts ſhould "be publickly advertiſed;"

Read, from Book 58, already delivered in, the following Extract of Inſtructions from the Court of Directors to the Governor General and Council, dated the 29th March 1774, beginning at Page 49 of the ſame Book.

"Inſtructions from the Court of Directors of the United Company of Merchants of England trading to the Eaſt Indies to Warren Haſtings Eſquire, Governor General, Lieutenant General John Clavering, the Honourable George Monſon, Richard Barwell Eſquire, and Philip Francis Eſquire, Counſellors; conſtituted and appointed the Governor General and Council of the ſaid United Company, Preſidency of Fort William in Bengal, by an Act of Parliament, paſſed in the laſt Seſſion, intituled, "An Act for eſtabliſhing certain Regulations for the "better Management of the Affairs of the Eaſt India Company, as well in India as in "Europe."

Par. 36. "As all the Company's Buſineſs which can conveniently be performed by Contract is ſo performed in Bengal, we have only to direct, That all Contracts, with the Conditions, be publickly advertiſed, and ſealed Propoſals received for the ſame; that every Propoſal be opened in Council, and the Preference given to the loweſt, provided ſufficient Security ſhall be offered for Performance; and that all ſuch Propoſals, with all Proceedings thereon, be entered in a Book to be kept apart for that Purpoſe, and regularly tranſmitted to us.

(Signed at the End)

"Joſeph Sparkes,
Pet. Laſcelles,
Charles Boddam,
Jn° Mitchie,
Charles Chambers jun.
Rd Hall,
John Smith,
George Tatem,
Edwd Wheler,
John Harriſon,
Jn° Woodhouſe,
Samuel Peach,
Fredk. Pigou,
Daniel Wier,
Wm James,
T. B. Rous,
George Cuming."

To prove, that an excluſive Privilege of providing Ophium in the Bahar Province was granted to Meer Manneer in the Year 1773.

Read, from Book 215, already delivered in, the following Extract of a Conſultation of the 23d November 1773, beginning at Page 3645 of the ſame Book.

"Fort William, 23d November 1773.

Rev. Dept. Tueſday.

"At a Conſultation; Preſent,

The Honourable Warren Haſtings Eſquire, Preſident;

William Alderſey,
Philip Milner Dacres,
James Lawrell,
Henry Goodwin,
John Graham,
George Vanſittart,
Eſquires.

"Reſolved, That an excluſive Privilege be given to Meer Manneer, the Succeſſor of Meer Aſhraf, for providing Ophium in the Bahar Province: That he ſhall engage to deliver in Calcutta

Reſolution thereupon.

all which may be produced in the Bahar Province at 320 Sicca Rupees, of the Nabob Shuja ul Dowlah at 350, agreeably to the annexed Writing, which ſhall be ſent to Patna for him to execute; that he ſhall deliver to the Dutch the uſual Quantity with which they have been ſupplied, at the cuſtomary Price; that Half the Money ſhall be advanced immediately, and Half on the Delivery of the Ophium; that the Quantity delivered to the Company ſhall be ſold on their Account by publick Auction, and that what may be required for the Settlement of Balamgangan ſhall be reſerved for it, and invoiced at the medium Price of the Sales at the Auction.—The Board are induced to give this excluſive Privilege to Meer Manneer in Preference to any One elſe, becauſe, being the Perſon who has for ſome Years been employed by the Gentlemen of Patna in this Buſineſs, he is the beſt acquainted with the proper Mode for managing it, and will account with them for any Advances which they may have already made.—As the Succeſs of the Ophium Trade depends much upon its Quality, and the Exportation of any which is bad renders the Molays ſuſpicious of the Whole, and thereby diminiſhes the Demand for it, and is injurious to this Branch of the Commerce of Bengal, the Agent ſhall be required to be particularly attentive to this Object; and as conſiderable Quantities of a bad Quality have of late been imported from Neinpar, and other Parts of the Nabob Shuja ul Dowla's Country, it is reſolved, That as a Diſcouragement to ſuch Importation, and the manufacturing of bad Ophium, an additional Duty of One Sicca Ruppee per Seer be levied upon all Ophium not produced by the aforeſaid Agent, and that Orders be in due Time iſſued accordingly. (a)

(Signed at the End of the Conſultation)

" Warren Haſtings,
W. Alderſey,
P. M. Dacres,
James Lawrell,
H. Goodwin,
J. Graham,
George Vanſittart."

The Managers for the Commons ſtated, they would next proceed to ſhew the Orders given by the Court of Directors in the Years 1702 and 1743, relative to Contracts.

Read, the following Extract from a Book, intituled, " Bengal Standing Orders from 1702 to 1743," already delivered in.

" Conſultations,

In the Commiſſion and Inſtructions ſent ℘ Ship Taviſtock, dated the 26 February 1702-3.

All Contracts to be made in Council.

Caſh Accounts to be paſt monthly, and to be ſtrictly kept up.

Par. 5. " Particularly we direct, that all Contracts for Goods bought and ſold be made in Council, and not privately, or in any other Manner; and that the ſame be duly entered in your Conſultation Book; that the Account of Caſh be, Once a Month at leaſt, read, paſſed, and ſigned in Council; that all Things be entered in the Books duly, and that they be poſted up from Time to Time, ſo as not to be a Week behind hand unpoſted upon any Pretence whatſoever."

Read alſo, from Book 58, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Fort William in Bengal, dated London, 15th December 1775, beginning at Page 776 of the ſame Book.

Par. 41. " As the Revenue Council at Patna are of Opinion, that the Ophium Buſineſs may be more conveniently conducted by their Board than by our commercial Servants, on that Conſideration only we direct, that the Proviſion thereof be continued under your Management; but that you conſign the ſame, when provided, to our Board of Trade at prime Coſt, who are to diſpoſe thereof at public Auction, and to apply the Produce towards the Proviſion of our Inveſtment.

(Signed at the End)

" Cha^{s} Boddam,
Pet. Laſcelles,
Tho^{s} Rumbold,
J. Stables,
Edw^{d} Wheler,
Jn. Woodhouſe,
W. Devaynes,

John Harriſon,
John Roberts,
W^{m} James,
G. Wombwell,
Rob^{t} Gregory,
John Michie,
Fred^{k} Pigou."

(a) Vide Appendix, N° CLXXVII.

The Managers for the Commons ſtated, they would next produce a Letter from the Governor General and Council at Bengal to the Court of Directors, relative to the Ophium Contract in the Year 1777.

Accordingly, read, from Book 400, already delivered in, the following Extract of a Letter from the Governor General and Council at Fort William in Bengal, to the Court of Directors, dated the 18th November 1777, beginning at Page 882 of the ſame Book.

Par. 120th. " In the 13th Paragraph of our Letter of the 20th September 1776, we informed you of our having continued the Contract for the Proviſion of this Article with the Contractors of the preceding Year.

Par. 121. " Mr. John Mackenzie having offered to provide this Article on the ſame Condition as thoſe Gentlemen, for the Term of Three Years, and to pay to Government, at the Cloſe of every Year of his Contract, Ten thouſand Sicca Rupees, on Condition that, if he ſhould require larger Advances than the Half, which the Terms of the former Contractors entitle him to, he ſhould receive the ſame at his Requiſition; and that he would give ſufficient Security for the Public Money.

Par. 122. " We reſolved therefore to grant the Contract to that Gentleman for Three Years certain, unleſs Orders from you ſhall be received within that Time to relinquiſh your excluſive Property in the Trade of Ophium, and to make it free; in which Caſe it is ſtipulated, that the Contract ſhall, notwithſtanding, remain in full Force till the Expiration of the current Year, included within the Months of October and September, and then to ceaſe. (*a*)

(Signed at the End)
" Warren Haſtings,
Rich^{d} Barwell,
P. Francis."

The Managers for the Commons ſtated, they would next produce a Letter from the Court of Directors of the 23d of December 1778, condemning the above Contract for Ophium, and the Conditions thereof.

Accordingly, read, from Book 221, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Fort William in Bengal, dated 23d December 1778, beginning at Page 559 of the ſame Book.

Par. 88. " We obſerve Mr. Mackenzie's Offer was, to pay 10,000 Sicca Rupees per Annum, as a Conſideration for holding the Ophium Contract on the Terms of his Predeceſſors, and of being indulged with ſuch additional Advances of Money as he might require; theſe Propoſals you accept, without acquainting the former Contractor, or any other Perſon, with the Terms therein contained; but after Two Years Experience of providing Ophium by Contract, you ſhould have aſcertained, by advertiſing for other Propoſals, whether the Price thitherto paid to the Contractor had been reaſonable; or whether any other reſpectable Perſon would engage to provide it on Terms more advantageous to the Company; and as you acted otherwiſe, and, ſo far as appears to us, concluded a Contract of great Importance without advertiſing for Propoſals, or making previous Enquiries, neceſſary to guide your Judgement therein, and to warrant the Meaſure, we therefore muſt diſapprove your Conduct on that Occaſion. (*b*)

(Signed at the End)
" R^{d} Hall, G. Wombwell,
W^{m} Mills jun^{r}. W^{m} James,
J. Stables, L. Sulivan,
Tho^{s} Cheap, Jn^{o} Woodhouſe,
W. Devaynes, Jn^{o} Michie,
W. G. Freeman, Joſeph Sparkes,
Rob^{t} Gregory, John Roberts,
John Smith, H. Fletcher,
Samuel Peach."

The Managers for the Commons ſtated, they would next produce in Evidence an Extract from the Anſwer of Warren Haſtings Eſquire, delivered at the Bar of the Houſe of Lords, to the 4th Article of Charge, admitting that he had transferred the Sale of Ophium from the Board of Trade to another Department, contrary to the Order of the Court of Directors.

(*a*) Vide Appendix, N° CLXXVIII.

(*b*) Vide Appendix, N° CLXXIX.

Whereupon, the Counſel for the Defendant deſired that the Whole of the ſaid Anſwer might be entered as read.

The ſame is as follows:

“ARTICLE THE FOURTH.

§ (“ In Anſwer to the Fourth Article, the ſaid Warren Haſtings admits it to have been his Duty while Governor General of Bengal, ſtrictly to attend to the Expenditure of Public Money; and more particularly in a Time of War and publick Diſtreſs, to be careful that thoſe Revenues upon which the Welfare and Safety of the Empire did neceſſarily depend, ſhould not be diminiſhed or ruined by Diſſipation or Prodigality, and ſhould not be diverted from the Publick Service, or ſquandered for the Purpoſe of increaſing his own perſonal Influence, or providing for his Dependants.

“ And alſo, that it was his Duty, in every Inſtance in his Power, to pay due Obedience to the Orders of the Court of Directors; but the ſaid Warren Haſtings humbly contends, ſuch laſt mentioned Duty did not require Compliance with the ſaid Orders in Caſes where ſuch Compliance would have been materially injurious to the Intereſts of the Eaſt India Company or the Britiſh Nation, or where ſome important Advantage to ſuch Intereſts might be attained by a Deviation. And the ſaid Warren Haſtings ſays, that the Court of Directors of the Eaſt India Company, by the Thirty-ſixth Paragraph of the General Inſtructions given to the Governor General and Council in March, One thouſand ſeven hundred and ſeventy-four, reciting, that as all the Company's Buſineſs which could conveniently be performed by Contract was ſo performed in Bengal, did direct as in the ſaid Fourth Article is ſtated.

“ And the ſaid Warren Haſtings admits, That ſuch expreſs Order of the ſaid Court was made in the Year One thouſand ſeven hundred and ſeventy, as in the ſaid Fourth Article is ſtated; and that divers other Orders and Commands to the ſame Purpoſe and Effect may have been iſſued by the ſaid Court of Directors at different Times to their Servants in India.

“ And the ſaid Warren Haſtings admits, That the Opium produced in Bengal and Bahar is a very conſiderable and lucrative Article in the export Trade of the ſaid Provinces, and that it has been for a conſiderable Length of Time managed under a Monopoly. And the ſaid Warren Haſtings admits, That of late Years, (that is to ſay) ever ſince the Year One thouſand ſeven hundred and ſeventy-three, when, in conſequence of a Propoſal from the ſaid Warren Haſtings, the ſaid Monopoly was taken from private Perſons, by whom it had been before excluſively held without any Participation of the Eaſt India Company, into the Poſſeſſion of the ſaid Company, great Advantage has reſulted from the ſame to the ſaid Company.

“ And the ſaid Warren Haſtings admits, That of late Years the Opium has been provided by Contract; but he ſays, that it would not have been expedient or conducive to the Intereſt of the Eaſt India Company, previous to the Contracts for this Commodity being made, or in the making thereof, to have obſerved and followed all the Rules and Regulations preſcribed by the Directors of the Eaſt India Company in regard to Contracts in General.

“ And the ſaid Warren Haſtings ſays, That Doubts having ariſen in Council at Bengal, whether the Management of the Opium Concern ought, as an Article of Revenue, to be lodged with the Governor and Council, or as an Article of Commerce, to be veſted in the Board of Trade; and the ſame having been communicated to the Court of Directors, they were pleaſed to direct as follows: ‘ As the Revenue Council at Patna are of Opinion that the Opium Buſineſs may be more conveniently conducted by their Board than by our commercial Servants, on that Conſideration only we direct that the Proviſion thereof be continued under your Management; but that you conſign the ſame, when provided, to our Board of Trade at prime Coſt, who are to diſpoſe thereof at public Auction, and to apply the Produce towards the Proviſion of our Inveſtment.’

“ And the ſaid Warren Haſtings admits it to have been his Duty, not only to be careful in the Expenditure of the Public Money in the making of Contracts, and in providing for the Public Service, but alſo to be particularly careful not to laviſh the Money of his Employers in exceſſive Salaries and Emoluments to favoured Individuals.

“ And the ſaid Warren Haſtings admits, That the Court of Directors did order and direct that the Sum of Six thouſand Pounds per Annum ſhould be paid to the Commander in Chief in full for his Services as Commander in Chief, in lieu of Travelling Charges, and of all other Emoluments whatſoever. And the ſaid Warren Haſtings admits, that it was his Duty not to create by his Prodigality any publick Diſtreſs, and denies, that he was guilty of any Prodigality, or of any violent or oppreſſive Acts whatſoever. And the ſaid Warren Haſtings admits, that it was his Duty not to rob any Perſon whomſoever.

“ And the ſaid Warren Haſtings denies, That he did enter into any Contract of the Nature, or with the Views, or in the Manner, or which was productive of the Conſequences, in the ſaid Fourth Article mentioned.

“ And the ſaid Warren Haſtings denies, That he did authorize or approve of any enormous Salaries or extravagant Allowances, or did laviſh away any Part of the Reſources of the Company, or of the Princes in Alliance with them, as in the ſaid Fourth Article is ſtated.

“ And the ſaid Warren Haſtings ſays, That it having been determined in Council that Opium ſhould be provided by Contract, the Governor General and Council, the ſaid Warren Haſtings being Governor General, did, in the Year One thouſand ſeven hundred and ſeventy-ſeven, when the former Contract was near its Expiration, unanimouſly agree to accept Propoſals from John Mackenzie, for a Contract with him for Opium, to be provided on Terms nearly the ſame with, but more favourable than, the former Contract.

“ And the ſaid Warren Haſtings admits, That the ſaid Contract was granted for a Term of Three Years, without any previous Advertiſement, it having been, by the ſaid Governor General and Council, deemed for the Advantage of the Eaſt India Company to make a Contract for the ſaid Commodity in that Manner, and for that Term.

“ And the ſaid Warren Haſtings admits, That the Court of Directors of the Eaſt India Company conceiving, contrary to the Fact, that the ſaid Contract had been made, not only without any Advertiſement, but likewiſe without any previous Enquiries neceſſary to guide the Judgment of the ſaid Governor General and Council therein, and to warrant the ſaid Meaſure, did expreſs their Diſapprobation of the Manner in which they ſuppoſed the ſaid Contract to have been made; but the ſaid Warren Haſtings denies, that the ſaid Court of Directors did condemn either the Continuance of the Monopoly, or the Management thereof by Contract, or the Term of Years for which the ſaid Contract with the ſaid John Mackenzie had been made.”)

☞ [“ And the ſaid Warren Haſtings ſays, That the Governor General and the Council, he the ſaid Warren Haſtings being Governor General, did judge it expedient, and did accordingly reſolve to transfer the Sale of Opium from the Board of Trade to another Department, which Meaſure, though contrary to the Letter of the Orders of the Court of Directors, it was conceived by the ſaid Governor General and Council, would more effectually carry into Execution the Intentions of the ſaid Court in giving the ſaid Orders; and which Meaſure, with the Reaſons for the ſame, was immediately communicated by the ſaid Governor General and Council to the ſaid Court of Directors, by a Letter, bearing Date the Twenty-fifth November One thouſand ſeven hundred and eighty, and the ſame has been ſince continued.” (a)] §

☞ [“ And the ſaid Warren Haſtings further ſays, That in the Year One thouſand ſeven hundred and eighty-one, at the uſual and proper Period of making the Contract for Opium, the then Situation of public Affairs having rendered it more expedient to extend the Period for which ſuch Contract ſhould be made, beyond the Term of One Year, the Governor General and Council, the ſaid Warren Haſtings being Governor General did, in Conſideration thereof, reſolve, ‘ That the Contract for the Proviſion for the Opium produced in Bengal and Bahar ſhould be granted to Mr. Stephen Sulivan for the Term of Four Years, on the ſame Conditions as it was then held by Mr. Mackenzie the then Contractor :’ But the ſaid Warren Haſtings denies that the ſaid Contract was made with the ſaid Stephen Sulivan on more advantageous Terms for the Contractor than the ſame would have been made with any other Perſon. And the ſaid Warren Haſtings admits, that the ſaid Contract was made without advertiſing for Propoſals, or receiving from the ſaid Stephen Sulivan any written Propoſals for the ſame,”] ☞ §(“ and that the ſaid Contract did not contain any Clauſe, providing that the ſame ſhould be liable to be determined by the Orders of the Court of Directors. But the ſaid Warren Haſtings denies, that any Clauſe was inſerted in the preceding Contract reſpecting the Determination of the ſame by the Court of Directors, in any other Event than that of their relinquiſhing the excluſive Property in the Trade of Opium, and making it free, in which Caſe the ſaid Contract was to remain in Force only for the current Year, of which Event there had ceaſed to be any Probability prior to the Year One thouſand ſeven hundred and eighty-one.”) ☜

☞ [“ And the ſaid Warren Haſtings denies, That he did take away Reſtrictions uſually and providently impoſed upon the Contractor in Contracts of that Nature; but he admits that he, as Governor General, and the Council, did reſolve, that there being no longer Occaſion for Inſpectors to ſuperintend the Manufacture of the Opium delivered by the Contractor, ſince the Reaſons which induced the Board to appoint thoſe Officers no longer exiſted, their Appointments ſhould be aboliſhed; and, in lieu thereof, it was in the ſaid Contract of the ſaid Stephen Sulivan ſtipulated, that, on the Arrival of the Opium at Calcutta, it ſhould be ſubject to the Inſpection and Controul of ſuch Perſons as the Governor General and Council might appoint for that Purpoſe. And the ſaid Warren Haſtings inſiſts, that the Regulation ſubſtituted by the Governor General and Council, in lieu of ſuch Inſpection, did as effectually guard againſt the Commiſſion of any Fraud by the Contractor, and was in other Reſpects more advantageous to the Eaſt India Company.”] §

§ (“ And the ſaid Warren Haſtings denies, That the ſaid Contract was granted upon Terms extravagant or profuſe, or for the Purpoſe of creating an inſtant Fortune to the ſaid Sulivan; but, on the contrary, the ſaid Warren Haſtings avers, that the Terms of the ſaid Contract were as advantageous to the Eaſt India Company as the Terms of the preceding Contracts made by or on the Part of the ſaid Company, for the Proviſion of the ſaid Commodity, and ſuch as the ſaid Warren Haſtings and the Council at that Time did believe to be fair and reaſonable.” ☜

(a) This Paragraph is the Extract now read in Evidence by the Managers for the Commons.

“ And the ſaid Warren Haſtings believes the ſaid Sulivan to have been a Perſon properly qualified to execute the ſaid Contract, and ſays, That a proper and ſufficient Security was taken from him for the due Performance thereof.”) §

☞ [“ And the ſaid Warren Haſtings denies, That the ſaid Sulivan did not ever execute, or attempt to execute, the ſaid Contract; but whether the ſaid Sulivan did, on or before the Execution of the Articles between him and the Governor General and Council, transfer his Intereſt in the ſaid Contract to John Benn Eſquire; or whether the ſaid Benn did afterwards transfer the ſame to any other Perſon, the ſaid Warren Haſtings declares himſelf ignorant, except as he has heard the ſame by Report ſince his Arrival in England, or has been informed by the ſaid Articles, and the Proceedings before the Honourable the Houſe of Commons, touching him the ſaid Warren Haſtings.] ☜

☞ [“ And the ſaid Warren Haſtings ſays, That the Governor General and Council, he being Governor General, did, in the Year One thouſand ſeven hundred and eighty-one, declare, as the Truth was, that the Employment of the Shipping belonging to Bengal, in ſupplying the Coaſt with Grain, and the Difficulties and Obſtructions apprehended in the Navigation of the China Seas from the Cruizers and Privateers which had been, and were expected to be fitted out from the Iſle of France, Batavia, and other Places, to interrupt the Trade of the Eaſtward, had ſo much reduced the Demand for Opium, that they had found no Bidders at the Company's Sales at the Cloſe of the laſt and the Commencement of the then Year, nor any Perſons willing to become Purchaſers of that Article at the moderate Price of Four hundred Rupees per Cheſt, at which it was afterwards expoſed for private Sale; from which Cauſes almoſt the whole Produce remained on their Hands; but he denies that he ever monopolized Opium at an extravagant Rate, or that no Attempts were made by Perſons employed by the Governor General and Council to ſell the ſame at a low Price.] ☜

§ (“ And the ſaid Warren Haſtings ſays, He does not know or believe that there were any Perſons in Calcutta who had Authority to bid for the Whole, or the greateſt Part of the ſaid Opium, upon any Terms which it would have been for the Intereſt of the Eaſt India Company to have accepted. And the ſaid Warren Haſtings denies that he did, in order to favour any Individuals, borrow Money at a large Intereſt, for the Purpoſe of advancing the ſame to the Contractor laſt mentioned; but he ſays, that no other Advances were made to the ſaid Contractor than ſuch as were agreeable to the Terms of his Contract; and that the Sum of Money mentioned in the ſaid Fourth Article to have been borrowed, was borrowed in the Abſence of the ſaid Warren Haſtings, in order to raiſe a Supply of Money to enable the Board to anſwer the heavy Calls which had been made on them from the other Preſidencies, and to make up for the Failure of the Reſource expected from the Sale of the Opium.

“ And the ſaid Warren Haſtings ſays, That the Opium was, by Order of the Governor General and Council, he the ſaid Warren Haſtings being Governor General, exported to the Eaſtern Iſlands, and to China, on the ſaid Company's Account; which Meaſure the ſaid Warren Haſtings avers was, in the then State of the Company's Affairs, proper and expedient.

“ And the ſaid Warren Haſtings ſays, That he has heard and believes, that the Importation of Opium is forbidden in China.

“ And he admits, that the ſaid Plan was attended with ſome Riſk and Hazard; and that, in the Courſe of the Execution of the ſaid Plan, the Succeſs of it was in ſome Meaſure diminiſhed in conſequence of a Capture by the Dutch of One of the Ships employed in conveying Part of the Opium, which Capture was the only Loſs the ſaid Warren Haſtings knows, or has heard, that the Eaſt India Company ever ſuffered by the ſaid Plan, which he denies to have produced any Diſgrace to the Britiſh Character in India.

“ And the ſaid Warren Haſtings, denying that he ever acted in the Proſecution of a Syſtem of Diſobedience to Orders, or of Prodigality or Profuſion, or that he was ever guilty of any Prodigality or Profuſion, ſays, That ſome Time in the Year One thouſand ſeven hundred and ſeventy-ſeven, the Governor General and Council, the ſaid Warren Haſtings being then Governor General, did accept of Propoſals for providing Draft and Carriage Bullocks to the Army for Three Years, without advertiſing for the ſame; and that afterwards, ſoon after the Commencement of the War in India, the ſaid Warren Haſtings, without, as he admits, any Complaint made on the Part of the Contractor, but not without any Complaint on the Part of the Army, but, on the contrary, after repeated and urgent Repreſentations from the principal Officers commanding the ſame, that the ſubſiſting Contract (One Half of the Time limited for the Duration whereof he admits to have been then unexpired) was inadequate to the regular Supply of that Service, did approve of certain Alterations in the ſaid Contract, which, in his own Judgment, and that of the ſaid principal Miliſary Officers, were eſſential and neceſſary; and the ſame having been reſerved for the Opinion of, and having afterwards undergone the Correction of Sir Eyre Coote, the then Commander in Chief of all the Company's Forces in India, and having been by him propoſed in Council, the ſaid Warren Haſtings, as Governor General, did vote for, and a Majority of the Board in Council did paſs, a Reſolution in the following Words, *viz.* ‘ That the Plan recommended by the Commander in Chief for a new Contract for the Draft and Carriage Cattle be approved, and that an Offer be made to the preſent

‘ Contractor to contract with him on the Terms preſcribed therein, inſtead of the Contract now in force.’

“ And the ſaid Warren Haſtings ſays, That it was by the ſaid Board deemed expedient, that the ſaid Contract ſhould be made for the Term of Five Years; but he ſays, that the Conditions thereof, though in ſome Reſpects more advantageous to the Contractor, were alſo more advantageous to the Eaſt India Company than the then ſubſiſting Contract. And the ſaid Warren Haſtings denies, that the Governor General and Council did by the ſaid Contract agree for a Number of Bullocks, exceeding the Number which the Commander in Chief had declared to be ſufficient for the whole Army, or for a greater Number than the Public Service then required; and though the Rate at which the ſaid Bullocks were by ſuch new Plan contracted for was higher than that of the then exiſting Contract, and though from the encreaſed Eſtabliſhment of Bullocks, and the Proviſion neceſſarily made for its Support, a conſiderable annual Increaſe of Expence was unavoidably occaſioned, yet he denies that ſuch Increaſe was either wanton, enormous, or unneceſſary.

“ And the ſaid Warren Haſtings admits, That the ſaid Reſolution, and the Propoſal contained in it, were carried into Effect, and that a Contract, in conſequence of it, was made by the Governor General and Council with Charles Croftes Eſquire; but the ſaid Warren Haſtings denies that, in agreeing to the Terms of the ſaid Contract, he was in any Manner influenced by Conſiderations of Friendſhip for the ſaid Charles Croftes. And the ſaid Warren Haſtings denies that the ſaid Contract was productive of any Loſs or Damage to the Eaſt India Company, or that it was in Violation of the Orders and Directions of the Court of Directors.

“ And the ſaid Warren Haſtings ſays, That the ſaid Contract did contain a Clauſe, by which it was agreed, that it ſhould be lawful for the Eaſt India Company to extend the ſaid Contract for the Term of One Year beyond the ſaid Term of Five Years, in caſe they ſhould be minded ſo to do, on One Year’s Notice in Writing being for that Purpoſe given by the Governor General and Council on their Behalf to the Contractor; and that it was by the ſaid Clauſe alſo agreed, that the ſaid Company ſhould, on or before the Expiration of Four Years from the Day of the Date of the ſaid Contract, give Notice in Writing whether they ſhould intend to lengthen the ſaid Contract or not: But in caſe no ſuch Notice ſhould be given, it was agreed, that the ſaid Contract ſhould continue for the Space of One Year beyond the ſaid Term of Five Years, that is to ſay, unto the Firſt of September, One thouſand ſeven hundred and eighty-five.

“ And the ſaid Warren Haſtings ſays, That the Court of Directors, in their Letter of Eleventh of April, One thouſand ſeven hundred and eighty-one, did expreſs a Diſapprobation of ſome Parts of the ſaid Contract, and their Approbation of other Parts thereof; and that the ſaid Court of Directors did ſignify their Pleaſure reſpecting the Mode to be purſued in caſe of any future Contract, in the following Terms: ‘ We therefore direct, that in future no greater Number of Draft or Carriage Bullocks be entertained, to be paid for by the Company, than ſhall be neceſſary for the Service; that the Terms of the Contract be always advertiſed One Year at leaſt before the Expiration of the ſubſiſting Contract; that the loweſt Terms, with good Security for the Performance, be accepted; and that no Contract for Bullocks be on any Account concluded for a longer Term than Three Years.’ “ But the ſaid Warren Haſtings denies that the ſaid Court of Directors did give any particular Directions for the Conduct of the ſaid Governor General and Council in reſpect to the Determination of that Contract, or that they gave any Order that the Proviſion of Draft and Carriage Bullocks for the Army ſhould in future be managed by Contract, in preference to any other Mode.

“ And the ſaid Warren Haſtings ſays, That the Attention of the Board not being immediately called to the Terms of the ſaid Contract, the Period of Time at which previous Notice for the Determination of the ſame ſhould have been given, was accidentally ſuffered to elapſe; in conſequence whereof, the ſaid Contract would, by virtue of the Clauſe herein-before mentioned, have continued for the Term of Six Years; that is to ſay, till the Firſt of September One thouſand ſeven hundred and eighty-five, which the ſaid Warren Haſtings admits would have been for a longer Time than the then Situation of the Eaſt India Company’s Affairs in India required: But the ſaid Warren Haſtings ſays, that to prevent ſuch Continuance, the ſaid Warren Haſtings did, on the Second February One thouſand ſeven hundred and eighty-four, when, by the Reſtoration of Peace, a Reduction of the Military Eſtabliſhment in Bengal had become practicable and ſafe, propoſe in Council, and a Majority of the Council did accordingly reſolve, to purchaſe an immediate Relinquiſhment of the Contract, and the ſame was accordingly purchaſed, after it had been held only Three Years and an half, upon ſuch Terms as to the Board appeared reaſonable; and which the ſaid Warren Haſtings denies to have been extravagant or unreaſonable, or that the Eaſt India Company did, by ſuch Purchaſe, ſuſtain great Loſs and Damage.

“ And the ſaid Warren Haſtings ſays, That after ſuch Purchaſe, the Governor General and Council, the ſaid Warren Haſtings being Governor General, did reſolve, that the Proviſion of Bullocks for the Army ſhould be conducted by Agency, believing that the ſame might be managed in ſuch Mode with more Advantage to the Eaſt India Company than by Contract, and did alſo reſolve, that Sir Charles William Blount ſhould be employed in ſuch Agency: But the ſaid Warren Haſtings denies that he did, by concurring in ſuch Reſolution, act contrary to his Duty;

or to the Orders of his Maſters, though he admits that ſuch Mode of conducting the Buſineſs was afterwards diſapproved by the Court of Directors, as liable to the Objections in the ſaid Fourth Article ſtated.

“ And the ſaid Warren Haſtings denies, That by all or any of the ſeveral Acts ſuppoſed to have been done or omitted by him the ſaid Warren Haſtings, he was guilty of any Part of the ſuppoſed Offences or Miſconduct in the ſaid Fourth Article charged againſt him.

“ And the ſaid Warren Haſtings further ſays, That the late General Sir Eyre Coote having in the Month of March, One thouſand ſeven hundred and ſeventy-nine, arrived in Bengal, from Europe, to take upon himſelf the Command of all the Britiſh Forces in India, then employed in a perilous and extenſive War, did, in a few Days after his Arrival, deliver in to the Council of Fort William in Bengal ſeveral Propoſitions, by which he inſiſted that certain Allowances then paid to General Stibbert, Provincial Commander in Chief on the Bengal Eſtabliſhment, did devolve upon him the ſaid Sir Eyre Coote, as Commander in Chief. And the ſaid Warren Haſtings ſays, that the ſaid Allowances ſo claimed had been granted to the ſaid General Stibbert, partly under a Reſolution of the Governor General and Council, he the ſaid Warren Haſtings being then Governor General, and having, as he admits, concurred therein, and partly by the expreſs Orders of the Court of Directors.

“ And the ſaid Warren Haſtings further ſays, That the ſaid Propoſitions were referred by the Council to the Board of Inſpection, and a Minute was thereupon delivered in by the ſaid Sir Eyre Coote, ſetting forth the Grounds upon which he had been, on his firſt Arrival, induced to reſt his aforeſaid Claim, and that he had ſince more fully examined into the ſame; and further alledging, ‘ from his long Experience of the Service, the Inſufficiency of his Salary, and that he was certain the Court of Directors never meant he ſhould ſuffer in his private Fortune by carrying on the publick Service, and requeſting that ſuch Meaſures might be adopted as might prevent any unneceſſary Expence from falling upon the Company, and which would at the ſame Time enable him to execute the Duties incumbent on him as their Commander in Chief to viſit the ſeveral Stations of the Troops, or to take the Field, if neceſſary, without involving himſelf in Expences which he ſhould be unable to ſupport.’ “ And the ſaid Board of Inſpection having taken the ſame into Conſideration, it was by the ſaid Board determined, he the ſaid Warren Haſtings being a Member of ſuch Board of Inſpection, and concurring in that Determination, that the Allowances made to General Stibbert did not devolve on the ſaid Sir Eyre Coote, nor ought to be taken away from the ſaid General Stibbert without the further Orders of the Court of Directors: But in Conſideration of the Matters in the Minute of the ſaid General Sir Eyre Coote ſet forth, and for other Reaſons, which in the Judgment of the ſaid Board appeared to warrant ſuch Meaſure, did reſolve that the ſaid Sir Eyre Coote ſhould, as Commander in Chief of the Forces in India, receive, when in the Field, a ſpecified Allowance for himſelf and his Staff, for the Purpoſe of defraying the extraordinary Expences which his Eſtabliſhment in the Field would occaſion. And the ſaid Warren Haſtings denies, that by concurring in the ſaid Reſolutions of the ſaid Board, he acted in the Proſecution of a corrupt or prodigal Syſtem of Government, or in Contradiction to his Duty and the Orders of his Superiors, or with any View to increaſe his own Influence.

“ And the ſaid Warren Haſtings ſays, That in the Year One thouſand ſeven hundred and ſeventy-nine, the ſaid General Sir Eyre Coote having deemed it neceſſary to viſit the different Stations of the Army, in order to form ſuch Military Arrangements as the Service required, and it being expected that his Preſence would be moſtly confined to the Grand Poſts of the Army, ſtationed and employed in the Defence of the Dominions of the Nabob Vizier; and the ſaid Nabob Vizier being bound to diſcharge the actual Expences of all the Troops employed for the Protection of the Countries lying beyond the River Carumnaſſa, it was for theſe and other Reaſons reſolved in Council, on the Propoſal of the ſaid Warren Haſtings, that the Field Allowances and travelling Charges of the ſaid Sir Eyre Coote as Commander in Chief, when in the Field, ſhould be added to the Debit of the ſaid Vizier's Account as a Part of his general Subſidy; the ſaid Charge to commence from the Day of the ſaid Commander in Chief's paſſing the ſaid River Carumnaſſa, and to continue till his Return to the ſame Line; and that the ſaid Nabob Vizier ſhould be written to on the Subject. And the ſaid Warren Haſtings denies that, by propoſing or concurring in ſuch Reſolution, he acted in the Proſecution of a Syſtem of Profuſion or Prodigality, or in any Violation of the Treaty between the Eaſt India Company and the Nabob Vizier.

“ And the ſaid Warren Haſtings admits, That ſome Time in the Month of October One thouſand ſeven hundred and eighty, the Court of Directors, reſerving for a future Opportunity their full Sentiments and Inſtructions on the Subject, did expreſs a Diſapprobation of the ſaid Allowances, and direct that they ſhould be diſcontinued on the Receipt of ſuch their Order. And the ſaid Warren Haſtings avers, that the ſaid Allowances were immediately on the Receipt of the ſaid Order, in obedience thereto, diſcontinued. And he denies that he did, of his own private Authority, continue to the ſaid Sir Eyre Coote ſuch Allowances as are in the ſaid Fourth Article ſtated, or that the ſame were, by the Command or Authority of the ſaid Warren Haſtings, continued to be paid by the Vizier for the Uſe and Behoof of the ſaid Sir Eyre Coote.

“ And the ſaid Warren Haſtings further denies, That in all or any of the Acts, Orders, Allowances, or Contracts, done, made, granted, or ordered, by the ſaid Warren Haſtings, he the ſaid Warren Haſtings has been guilty of any Miſconduct, Offence, Crime, or Miſdemeanour whatſoever.

“ And the ſaid Warren Haſtings admits, That, in the Month of December One thouſand ſeven hundred and eighty, the Governor General and Council, the ſaid Warren Haſtings being then Governor General, did appoint James Peter Auriol Eſquire to be Agent for providing Supplies for the Relief of the Preſidency of Madras, at which Settlement there was a great Scarcity of Proviſions: But the ſaid Warren Haſtings denies that this Meaſure was in purſuance of any prodigal or corrupt Syſtem of Government, or that the ſame was a Meaſure either prodigal or corrupt.

“ And the ſaid Warren Haſtings, denying that he did unite in his own Perſon all the Powers of Government, admits that the ſaid Auriol did require the uſual Commiſſion, and that the ſaid Warren Haſtings and the Council did determine that he ſhould be allowed for the ſaid Agency a Commiſſion of Fifteen per Cent. upon his Diſburſements, the ſaid Warren Haſtings and the Council conceiving the ſame to have been, under all the Circumſtances, a proper Allowance.

“ And the ſaid Warren Haſtings admits that the ſaid James Peter Auriol was at the ſame Time, and by the ſame Authority, appointed Agent of Supplies to the other Preſidencies, and to the Iſland of St. Helena, with the ſame Commiſſion. And the ſaid Warren Haſtings ſays, That though the Propoſal of the ſaid Auriol did not extend to the ſaid other Preſidencies, and to the ſaid Iſland, yet the ſaid Warren Haſtings did believe that there exiſted a Neceſſity of providing Supplies for the ſame from Bengal, and that the beſt Mode of providing them was by the Way of Agency.

“ And the ſaid Warren Haſtings admits that the ſaid Auriol was, at the Time of ſuch Appointment, and had been for ſome Time before one of the Secretaries of the Supreme Council, which Office, at the Time when the ſaid Auriol ſucceeded to the ſame, had, by the public Authority of the Board, ſuffered a Reduction in the regular Salary annexed to it; but the ſaid Warren Haſtings, though he does not remember to have made any ſuch Declaration as is in the ſaid Fourth Article ſtated, and poſitively averring, that neither in the Creation of the ſaid Agency, nor in fixing the Terms thereof, he was in any Manner actuated by any Motives of private Favour to the ſaid James Peter Auriol, humbly inſiſts, that the Experience which the Eaſt India Company had acquired, of the long and laborious Services of the ſaid James Peter Auriol in the ſaid Office, and of his Abilities and Integrity, did afford a reaſonable Cauſe of Preference in the Choice of a fit Perſon to execute an Agency of ſo important a Nature.

“ And the ſaid Warren Haſtings ſays, That on the Twenty-fifth Day of March, in the Year One thouſand ſeven hundred and eighty-two, the Governor General and Council, he being then Governor General, did, as a proper Alteration in the Allowance of the ſaid Agency, reſolve, That from the Thirty-firſt of December, One thouſand ſeven hundred and eighty-one, the ſaid Auriol ſhould draw no more Commiſſion on the Freight and Charges of Shipping, or on any other Charges, than the Rate of Five per Cent. being the cuſtomary Amount drawn by Merchants; but he denies that he was thereby guilty of any criminal Miſrepreſentation whatſoever.

“ And the ſaid Warren Haſtings admits that ſome Complaints were made concerning Rice and other Proviſions ſupplied by the ſaid Auriol, which Complaint having been immediately enquired into, and ſatisfactorily anſwered, and the proper Execution of the ſaid Contract, on the Part of the ſaid Auriol, having been fully aſcertained, the ſaid Warren Haſtings further admits he did, in Concurrence with the other Members of the Council, continue the ſaid Auriol in the ſaid Agency; but the ſaid Warren Haſtings denies that he did diſcourage any juſt or neceſſary Enquiry into the Execution of this Service, or any Complaint of the Non-performance thereof.

“ And the ſaid Warren Haſtings denies that in any of the ſuppoſed Declarations, or that by all or any of the Acts or Deeds by him, touching the Matters aforeſaid, made, done, or committed, he did violate his Duty, or break the Truſt repoſed in him, or that he was or is guilty of any Crime or Miſdemeanour whatſoever.

“ And the ſaid Warren Haſtings further ſays, That in the Month of November One thouſand ſeven hundred and ſeventy-ſix, he did, while Governor General, and as Commander in Chief of Fort William in Bengal, propoſe in Council a Plan for ſupplying, by Means of an Agent, the Garriſon of that Fort with a continual Store of Proviſions ſufficient for a Siege; which Plan was approved by the Council; but he denies that he induced them to approve thereof, otherwiſe than by ſtating the Nature of his ſaid Plan, and his Reaſons for propoſing it; and he admits that the ſame was a new Plan; but he avers, that an adequate Neceſſity did exiſt for the ſaid Appointment.

“ And the ſaid Warren Haſtings further ſays, That at a ſubſequent Meeting of the Board, they did, on the Motion of the ſaid Warren Haſtings, appoint John Belli Eſquire to the ſaid Agency; but the ſaid Warren Haſtings denies, that he did propoſe the ſaid John Belli from a Spirit of criminal Partiality to his own Favourites, as in the ſaid Article is charged; but on the contrary

“ avers, that his Recommendation of the ſaid John Belli was made in full Confidence, that the ſaid Truſt would thereby be faithfully and effectually diſcharged.

“ And the ſaid Warren Haſtings further ſays, That in conſequence of a Reference by the Board to Three Merchants, reſpecting the Rate of Commiſſion to be allowed for providing the Articles in queſtion, the ſaid Merchants did report their Opinion to be, that no Agent could undertake to ſupply the Stores required, and to keep up the ſpecified Quantity in conſtant good Order, for leſs than certain Rates therein ſpecified, amounting in the Whole to Twenty Pounds per Cent.; but the ſaid Warren Haſtings, being convinced from authentic Documents and Calculations, as well as from other Enquiries, that the ſaid Service could not be effectually performed at the Rate of Commiſſion ſo reported, did propoſe, and the Board did reſolve, to fix the Rate of Commiſſion at Fifteen per Cent. on providing the ſaid Articles, and Fifteen per Cent. more for Loſſes ariſing from replacing decayed and damaged Stores, and renewing the whole Depoſit of Victualling Stores every Year, which the ſaid Agent, by his propoſed Engagement, was bound to do: And the ſaid Warren Haſtings ſays, that the ſaid Terms were reaſonable and proper, with a View to the effectual Execution of the ſaid Service.

“ And the ſaid Warren Haſtings denies, That he did make any ſuch Engagements or Declaration touching the ſaid Commiſſion, as in the ſaid Fourth Article is charged againſt him; but the ſaid Warren Haſtings admits, that, in conſequence of ſome Objections being made to the aforeſaid Plan of Supply, he did declare to the Effect following, that is to ſay, ‘ The Utility or Inutility of the Meaſure which has given riſe to theſe Objections and Anſwers, will be beſt proved by its Effect; and that this may be fairly made, I pledge myſelf that Mr. Belli ſhall keep exact Accounts of the Purchaſes, Charges, and Expenditure of all the Stores committed to his Charge, and I will become reſponſible for his producing them before the Board, if ever the Court of Directors ſhall be pleaſed to order it; and that the Profits ariſing therefrom ſhall be paid into the Company's Treaſury, and appropriated as they ſhall direct, if they ſhall not deem them the juſt Reward of Mr. Belli's Services and Fidelity.’

“ And the ſaid Warren Haſtings denies, That he had any Connection or Concern, directly or indirectly, in the Intereſts of the ſaid John Belli, touching the ſaid Agency, or in any other Reſpect whatſoever.

“ And the ſaid Warren Haſtings ſays, That the Court of Directors having, upon an erroneous Statement of the Profits of the ſaid John Belli, directed a proportionable Reduction of them to be made; and it appeared that the Amount of the Profits actually received by the ſaid John Belli were much below the Amount virtually allowed him by the ſaid Orders, the ſaid Warren Haſtings and the Council did agree that the Subject ſhould again be referred to the Conſideration of the Court of Directors, and the ſame was referred accordingly; but no further Orders were received from them on that Subject, during the Time the ſaid Warren Haſtings remained in India.

“ And the ſaid Warren Haſtings ſays, That in the Month of Auguſt One thouſand ſeven hundred and ſeventy-nine, the Board of Council, on the Motion of the ſaid Warren Haſtings, did agree to convert the Agency of the ſaid John Belli into a Contract for the Space of Five Years, on the ſame Terms, and at the ſame Rate of Allowance as before mentioned; but the ſaid Warren Haſtings denies that the ſaid Meaſure was of the Nature, or had the Tendency, or proceeded from the Motives, in the ſaid Fourth Article charged.

“ And the ſaid Warren Haſtings denies, that in all or any of the Declarations, Acts, or Proceedings by him made, done, propoſed, or perpetrated, or ſuppoſed to have been made, done, propoſed, or perpetrated, touching the Matters aforeſaid, he the ſaid Warren Haſtings was or is guilty of any Crime or Miſdemeanour whatſoever.”) §

Read, from Book 401, already delivered in, the following Extract of a General Letter from the Board of Trade at Fort William, Bengal, to the Court of Directors, dated 25th November 1780.

General Letter, ſent 1775.

General Letter received, dated 15th December 1775. Para. 41.

On 23d May 1778. 13th June.

Par. 18. “ Soon after the Inſtitution of our Board, we had Occaſion to appeal to you concerning our Right to the Management of the Ophium Buſineſs, which the Governor General and Council conceiving to belong to the Revenue Department withheld from us. You were pleaſed to direct, that the Sale of the Ophium ſhould be committed to us, and at the ſame Time to declare, that you were reſtrained from entruſting to us the Proviſion of it likewiſe, only by an Opinion of the Provincial Council of Patna expreſſing their own better Competency for this Charge. Accordingly the Sale of the Ophium has reſted in our Department ſeveral Years. We have, from Time to Time, given you an Account of its Produce; and our Conduct in this Buſineſs has not been arraigned from any Quarter. But notwithſtanding theſe Facts, the Governor General and Council, at the ſame Time that they diſclaimed any Intention of implying a Cenſure upon our Management, notified to us, in the Month of May laſt, their Reſolution to take away the Sale of the Ophium from our Department, and to give it to the Superintendant of the Khalſa. Hereby we are, without any aſſigned Reaſon, deprived of a Privilege, which having been formerly queſtioned, was referred to your Honourable Court, and by you deliberately confirmed to us. However averſe to further

References, we cannot avoid humbly to ſubmit this Proceeding to you; and we ſubmit alſo, that having given our Board a Conſtitution, it is abſolutely requiſite for the Preſervation of it, that a Limit be fixed to Changes originating here.

(Signed at the End)

" P. M. Dacres,
E. Stephenſon,
Simeon Droz,
Alex. Higginſon,
Alex. Vanſittel,
W. Darwood."

Read, the following Extract from the Anſwer of Mr. Haſtings to the Fourth Article of Charge, delivered at the Bar of the Houſe.

" And the ſaid Warren Haſtings further ſays, That, in the Year One thouſand ſeven hundred and eighty-one, at the uſual and proper Period of making the Contract for Opium, the then Situation of Public Affairs having rendered it more expedient to extend the Period for which ſuch Contract ſhould be made, beyond the Term of One Year, the Governor General and Council, the ſaid Warren Haſtings being Governor General, did, in Conſideration thereof, reſolve, ' That ' the Contract for the Proviſion for the Opium produced in Bengal and Bahar ſhould be granted ' to Mr. Stephen Sulivan for the Term of Four Years, on the ſame Conditions as it was then ' held by Mr. Mackenzie, the then Contractor.' But the ſaid Warren Haſtings denies, that the ſaid Contract was made with the ſaid Stephen Sulivan on more advantageous Terms for the Contractor than the ſame would have been made with any other Perſon. And the ſaid Warren Haſtings admits, that the ſaid Contract was made without advertiſing for Propoſals, or receiving from the ſaid Stephen Sulivan any written Propoſals for the ſame; and that the ſaid Contract did not contain any Clauſe, providing that the ſame ſhould be liable to be determined by the Orders of the Court of Directors. But the ſaid Warren Haſtings denies, that any Clauſe was inſerted in the preceding Contract, reſpecting the Determination of the ſame by the Court of Directors, in any other Event than that of their relinquiſhing the excluſive Property in the Trade of Opium, and making it free, in which Caſe the ſaid Contract was to remain in force only for the current Year, of which Event there had ceaſed to be any Probability prior to the Year One thouſand ſeven hundred and eighty-one." (a)

Read, from Book 227, already delivered in, the following Extract of a Conſultation of 16th March 1781, beginning at Page 215 of the ſame Book.

" Fort William, the 16th March 1781.

" At a Council; Preſent,
The Honourable Warren Haſtings Eſq. Governor General, Preſident;
and
Edward Wheler Eſq.

Rev. Dept. Friday.

Gov. General's Minute concerning the Opium Contract.

" The following Minute from the Governor General having been delivered on the 13th of this Month, is here recorded, together with the Board's Reſolution in Conſequence.

" As the preſent is the Seaſon for making Advances to the Cultivators of the Opium Lands, and that the Contract has been annually ſettled, the Governor General recommends that it may be granted to Mr. Stephen Sulivan; and, to indemnify the Contractor for any Loſſes which he may eventually ſuſtain in the Proviſion of this Article by any Diſturbances that may happen in the Bahar Province in Conſequence of the preſent Situation of our Affairs, he further recommends that the Contract may be granted for the Term of Four Years from the 1ſt of next September, on the Conditions of the preſent Contract.

Contract granted to Mr. Stephen Sulivan.

" Agreed, That the Contract for the Proviſion of the Opium produced in the Provinces of Bengal and Behar be granted to Mr. Stephen Sulivan for the Term of Four Years, commencing from the 1ſt of next September, on the ſame Conditions as it is held by Mr. Mackenzie, the preſent Contractor.

" Ordered, That the neceſſary Deeds be accordingly drawn up by the Company's Attorney.

(Signed at the End of the Conſultation)

Edwd. Wheler." (b)

To prove, that the Defendant reduced the Penalties on the Opium Contract, and made other Arrangements to the Prejudice of the Company and to the Benefit of the Contractor;

(a) Vide ſupra, Page 1307.

(b) Vide Appendix, No CLXXX.

Read, alſo, the following Extract from a Conſultation of 22d May 1781, beginning at Page 628 of the ſame Book.

" Fort William, the 22d May 1781.

Rev. Dept. Friday.

" At a Council; Preſent,
The Honourable Warren Haſtings Eſq. Governor General, Preſident;
and
Edward Wheler Eſq.

Board's Obſervation regarding the Penalty to Mr. Sulivan's Contract for Opium, &c.

" No Penalty having been yet ſettled for the Contract granted to Mr. Sulivan for the Proviſion of Opium in the Province of Bengal and Bahar,

Reſolution thereon.

" Agreed, That it be limited to Two Lacks of current Rupees, the Board being of Opinion that if it was fixed in Proportion to the Penalty annexed to the preſent Contract, the Magnitude of the Sum would defeat the Intent of the Stipulation, by preventing the Penalty being exacted in Caſe of a Breach on the Part of the Contractor.

Mr. Sulivan called on for his Securities.

" Ordered, That Mr. Sullivan be called on for the Names of his Securities.

(Signed, at the End of the Conſultation,)

" Edw^d. Wheler." (a)

Read, alſo, the following Extract of a Conſultation of 25th May 1781, beginning at Page 631 of the ſame Book.

" Fort William, 25th May 1781.

" At a Council; Preſent,
The Honourable Warren Haſtings Eſquire, Governor General, Preſident;
and
Edward Wheler Eſquire.

Secretary's Remarks thereon.

" The Secretary having compared the Draft of Mr. Sulivan's Contract for the Proviſion of Opium with that of Mr. Mackenzie the preſent Contractor for the ſame Article, ſubmits the following Remarks thereon, for the Orders of the Board.

" Secretary's Remarks.	" Governor General's Obſervations.
" 1ſt. Mr. Sulivan's Contract expreſſes its being made with the United Company, Mr. Mackenzie's by the Governor General and Council on their Part.	" It muſt expreſs, that it is made by the Governor General and Council on the Behalf of the Company, not by the Company.
" 2d. Mr. Sulivan's Contract is ſaid to be founded in like Manner with the other, on certain written Propoſals made by him, whereas none ſuch have been made.	" This Reference muſt therefore be omitted.
" 3d. Mr. Sulivan propoſes that the Ophium ſhall be delivered by him to the Company's Servants at the Khalſa, with ſuch Allowance for tranſporting it as was given to the former Contractor; it was formerly covenanted to be delivered to the Provincial Councils, and there is no mention of any Allowance for the Expence.	" The Opium is to be delivered at the Khalſa, as it is by the preſent Contractor, who, as I recollect, is allowed the Charge of tranſporting it by an Order of the Board. This Allowance, whatever it be, ſhould be expreſſed.
" 4th. Mr. Sulivan objects to the Clauſe in Mr. Mackenzie's Contract, rendering it liable to be determined by Orders from the Company.	" This is now unneceſſary. It was intended to give Time for the Effect of an Appeal to the Court of Directors, who have approved the Contract.

(Signed at the End of the Conſultation,)

" Edw^d. Wheler." (b)

Read, from Book 262, already delivered in, the following Extract of a Conſultation of the 5th June 1781, beginning at Page 128 of the ſame Book.

" Fort William, 5th June 1781.

" At a Council; Preſent,
The Honourable Warren Haſtings Eſq. Governor General, Preſident;
and
Edward Wheler Eſquire.

Secretary's Remarks regarding the Blanks in the Contract.

" The Secretary obſerves to the Board, that Two Blanks have been left in the Opium Contract, One for the Allowance to be made to the Contractor for tranſporting the Bengal Opium to Calcutta. The Secretary does not find on Examination of the Proceedings, any Reſolution authoriſing Mr. Mackenzie, the preſent Contractor, to draw an Allowance for this Service; but he lays before the Board an Account current between the Company and that Contractor's Agent at Patna, dated the 14th of laſt January, in which there appears a Charge on this Account of Ten Current Rupees per Cheſt; likewiſe an Account of Opium manufactured and diſpatched in the Year 1776 from Boglepore, which ſhews that rather more than this Sum was drawn for every Cheſt packed and tranſported from thence. From the other Diſtricts in Bengal, viz. Purnea, Rungpore, &c. the Expence of Tranſportation muſt have been greater, as the Opium was carried over Land ſome Diſtance before it could be diſpatched, whereas Boglepore is upon the Confines of the River.

(a) Vide Appendix, N° CLXXXI.

(b) Vide Appendix, N° CLXXXII.

"Agreed, That an Allowance of Ten current Rupees be made to the Contractor, for the Expence of Delivery of every Cheſt, with Contingencies both of the Bengal and Bahar Opium, and that the Blanks in the Deeds be filled accordingly.

Allowance granted the Contractor for the Delivery of the Opium.

"There being no longer Occaſion for Inſpectors to ſuperintend the Manufacture of the Opium delivered by the Contractor, ſince the Reaſons which induced the Board to appoint thoſe Officers no longer exiſt,

"Reſolved, That their Appointments be aboliſhed; and ordered, that this Reſolution be communicated to them by the Secretary.

Reſolution thereon,

"The Clauſe in the Contract referring to the above Officers is accordingly omitted; and it is expreſſed generally, that on the Arrival of the Opium at Calcutta, it ſhall be ſubject to the Inſpection and Controul of ſuch Perſons as the Governor General and Council may appoint for that Purpoſe.

and Alteration in Conſequence in the Controul.

"The Contract being now executed by the Board;

Contract executed.

"Ordered, That a Copy thereof be entered after this Day's Proceedings.

Copy to be entered after Proceedings.

(Signed at the End) Edwd. Wheler." (a)

Read, alſo, the following Extract from the Anſwer of Mr. Haſtings to the Fourth Article of Charge, delivered at the Bar of the Houſe.

"And the ſaid Warren Haſtings denies, That he did take away Reſtrictions uſually and providently impoſed upon the Contractor in Contracts of that Nature; but he admits that he, as Governor General, and the Council did reſolve, that there being no longer Occaſion for Inſpectors to ſuperintend the Manufacture of the Opium delivered by the Contractor, ſince the Reaſons which induced the Board to appoint thoſe Officers no longer exiſted, their Appointments ſhould be aboliſhed; and, in lieu thereof, it was in the ſaid Contract of the ſaid Stephen Sulivan ſtipulated, That, on the Arrival of the Opium at Calcutta, it ſhould be ſubject to the Inſpection and Controul of ſuch Perſons as the Governor General and Council might appoint for that Purpoſe. And the ſaid Warren Haſtings inſiſts, that the Regulation ſubſtituted by the Governor General and Council, in lieu of ſuch Inſpection, did as effectually guard againſt the Commiſſion of any Fraud by the Contractor, and was in other Reſpects more advantageous to the Eaſt India Company.

To prove that the Inſpectors, aboliſhed upon this Occaſion, had been formerly found very uſeful to the Revenue in diſcovering ſuch Articles as would be miſchievous to the Company by deſtroying the Credit of their Trade,

Read, from Book 406, already delivered in, the following Extract of a Conſultation of 10th June 1777, beginning at Page 206 of the ſame Book.

"Fort William, the 10th June 1777.

Rev. Dept. Tueſday.

"At a Council; Preſent,
The Honourable Warren Haſtings Eſq. Governor General, Preſident;
Lieutenant General John Clavering,
Richard Barwell,
and } Eſquires.
Philip Francis,

"Read, and approved the Proceedings of the 6th inſtant.

"Read, the following Letters and Encloſures from the Board of Trade.

Board of Trade.

"To the Honourable Warren Haſtings Eſquire, Governor General, and the Reſt of the Gentlemen of the Council of Revenue.

L. R. No. 273.

"Honble Sir, and Gentlemen,

"We think it neceſſary to recommend to your Obſervation the accompanying Report, made to us by our Agent for receiving the Bengal Opium, of 269 Cheſts of the Rungpore Proviſion lately arrived here.

(Signed at the End of the Letter)

"Wm. Alderſey,
Chas. Bentley,
William Barton,
Nathl. Bateman,
H. Cottrell,
Simeon Droz." (b)

"Fort William,
24 May 1777.

(a) Vide Appendix, No CLXXXIII.

(b) Vide Appendix, No CLXXXIV.

Read, alſo, a further Extract from the ſame Conſultation, beginning at Page 218 of the ſame Book, as follows:

"Report from Mr. Peter John Flor.

"In Conformity to the Directions of William Alderſey Eſquire, Preſident, &c. Gentlemen of the Board of Trade, I have examined Two hundred and ſixty-nine Cheſts of Rungpore Opium, received from the Provincial Council of Dinagepore, and this Day diſpatched by me to the Preſidency on Account of the Honble. Company. From repeated Trials, there appears a very ſmall Portion of the Gum Reſin, which conſtitutes the eſſential Characteriſtic of genuine Opium; but I find, after Solution, a gritty Sediment, partaking of a ſour fermented Scent, which indicates a Mixture of a farinaceous vegetable Subſtance, foreign to the Juice of the Poppy; and I apprehend this heterogeneous Mixture will materially affect the Sales as well as the Weight of this Opium.

"Rungpore, the 1st of April 1777.

(Signed)

"Peter John Flor." (*a*)

Read, alſo, from Book 42, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Fort William in Bengal, dated 12th July 1782.

"Neither can we approve of your having aboliſhed the Office of Inſpector, and at the ſame Time ordering all the Ophium to be conſigned to the Vendue Maſter, allowing him a Commiſſion thereon, when, in our Opinion, it ſhould have been ſent to the Board of Revenue, or the Board of Commerce.

(Signed at the End)

"Rob^{t} Gregory,
Henry Fletcher,
John Harriſon,
George Tatem,
Jac^{b} Wilkinſon,
Cha^{s} Boddam,
John Hunter,
Joſeph Sparkes,
R. Hall,
John Smith,
John Roberts,
Step. Luſhington,
Ben. Booth,
W. Devaynes,
George Cuming,
Ja^{s} Moffatt,
Nath^{l} Smith." (*b*)

Read, alſo, the following Extract from the Anſwer of Mr. Haſtings to the Fourth Article of Charge, delivered at the Bar of the Houſe.

"And the ſaid Warren Haſtings denies, That the ſaid Sulivan did not ever execute, or attempt to execute, the ſaid Contract; but whether the ſaid Sulivan did, on or before the Execution of the Articles between him and the Governor General and Council, transfer his Intereſt in the ſaid Contract to John Benn Eſquire, or whether the ſaid Benn did afterwards transfer the ſame to any other Perſon, the ſaid Warren Haſtings declares himſelf ignorant, except as he has heard the ſame by Report ſince his Arrival in England, or has been informed by the ſaid Articles, and the Proceedings before the Honourable the Houſe of Commons, touching him the ſaid Warren Haſtings."

To prove that Mr. Sulivan ſold his Intereſt in the Contract to Mr. Benn, and what Money Mr. Benn paid for it; and alſo to prove that Mr. Benn ſold his Intereſt again to a Third Perſon, and to prove what Money he received from that Third Perſon for it;

The Managers for the Commons deſired Mr. Benn might be again called in.

Mr. Benn was accordingly called in, and examined as follows:

Q. Had you any, and what Intereſt in a Contract for the Supply of Opium at Bengal and Bahar?
A. I had an Intereſt in it by Purchaſe.

Q. From whom did you purchaſe it?
A. From Mr. Sulivan.

Q. What did you pay for it?
A. I paid at various Times the Sum of Three Lack, and fifty thouſand Rupees, at different Payments:—Sicca Rupees.

Q. Relate the Manner in which you firſt entered into this Tranſaction: In what Manner, and at what Time, and in what Converſation, you firſt entered into this Treaty.

The Counſel for the Defendant objected to the Queſtion.

Q. When did you firſt treat with Mr. Sulivan upon the Subject; and at what Date did you concſude the Agreement?
A. I do not exactly recollect the preciſe Day of the Agreement; but it muſt have been, I think, in the Months of November and December.

(*a*) Vide Appendix, N° CLXXXIV.

(*b*) Vide Appendix, N° CLXXXV.

Q. In what Year?

A. The Year preceding the Date of the Contract: I think the Contract was in 1781; and therefore in November or December 1780, to the beſt of my Recollection.

Q. Do you mean the firſt Mention of it?

A. Yes.

Q. When was the Bargain finally concluded?

A. That could not be till after the Signature of the Contract; but I conſidered myſelf bound to Mr. Sulivan ſome Time before: Of Courſe I had ſeveral Converſations with Mr. Sulivan prior to entering into ſuch a very large Concern as that; but I think I finally determined to take it of him in the Months of November or December 1780.—Suppoſing it to take Place, and Mr. Sulivan to have it on the Terms of the former Contract from Government, I agreed to take it of him on the Terms I before ſtated.—It was in November or December 1780: I think it was prior to January 1781.

Q. Whether you ſold this Contract again?

A. I did.

Q. To whom?

A. To Mr. Young, except a ſmall Part that lay at a great Diſtance.

Q. What did you receive from Mr. Young for that Sale?

A. I received Payments by Inſtallments, in the Courſe of Four Years, of what in Engliſh Money, I believe, would be 60,000 *l.*: I think ſo, or near it.

Q. When did you transfer your Intereſt to Mr. Young?

A. A conſiderable Time after; ſome Months; but I really do not recollect. I have no Engagement to refer to for Dates. I truſt to my Memory for the Dates.

Q. Did you ever do any Act in Execution of that Contract?

A. I think I addreſſed ſome Letters to the Board as the Agent of Mr. Sulivan.

Q. (*by a Lord.*) To what Board?

A. To the Government in India.

Q. (*by the Managers.*) Can you fix the Date when you made your Agreement with Mr. Young?—When was it? Was it prior to September?

A. Yes; it was prior to September 1781 that I made the Agreement with Mr. Young.

Q. What was the Occaſion of your diſpoſing of that Contract?

The Counſel for the Defendant objected to the Queſtion.

Q. (*Croſs examined.*) Whether you know whether Mr. Haſtings was privy to any Aſſignment made of that Contract from Mr. Sulivan to you, or from you to Mr. Young?

A. No; I know of no Knowledge Mr. Haſtings had of any Tranſactions between Mr. Sulivan and me, or between Mr. Young and me.

Q. Had you any Reaſon for knowing when Mr. Haſtings was firſt apprized of any Aſſignment of this Contract; and when did you firſt communicate with Mr. Haſtings on the Subject of any ſuch Aſſignment?

A. I know when it was firſt communicated to him from myſelf, which was in England.

Q. When?

A. I am not quite prepared with the exact Date: But I know it was in England, after my Arrival in England.

Q. When did you arrive in England?

A. In September 1786.

Q. State the Terms and Manner of that Communication?

A. Some Time after my Arrival in England, I called upon Mr. Haſtings. I went into his Houſe, and he deſired me to walk into a private Room with him. I did ſo. He there told me, that a Charge had been mentioned to him in England of his having diſpoſed of a Contract to Mr. Sulivan; that Mr. Sulivan had afterwards aſſigned his Contract to me, as ſtated by the Honourable Houſe of Commons in their Charge; but it was prior to the Charge being made. I told him, that I did not conſider that as a fair Queſtion to be propoſed to me; that I had no Concern with the Government in this; and that if he wiſhed for any Information upon it, he muſt apply to Mr. Sulivan, who could anſwer him.

Q. Did your Converſation end there?

A. He told me Mr. Sulivan was not in London. I think he ſaid he was at Weymouth. I told him, I muſt refuſe anſwering that Queſtion, and muſt refer him to Mr. Sulivan; for it was a private Tranſaction between Mr. Sulivan and myſelf, which I thought he, as Governor, had no Right to enquire into; that he knew Mr. Sulivan perfectly well, and that though I was not bound to Secrecy, yet I conſidered it as an individual Tranſaction, which I rather choſe not to mention; conſidering Mr. Sulivan rather as the Principal in it. Some Time after this, I paid a ſecond Viſit to Mr. Haſtings:—This was after the Examination of Mr. Young in the Houſe of Commons. I think he then aſked me, if that was true? I again referred him to Mr. Sulivan for his Part of it. He ſaid it was in vain; that Mr. Young had ſo aſſerted in the Houſe of Commons; that it was unneceſſary to conceal it any longer.

Q. Did you, when in India, induſtriouſly conceal, at the Time, the Circumſtance of this Contract of Sale, from Mr. Haſtings?

A. I concealed it from every Body; it was not particularly concealed from Mr. Haſtings, but from every Body. I had the Poſſeſſion of ſomething I thought to my own Advantage; I gained this by my own Induſtry, by a Knowledge of the Opium, and I did not chuſe to converſe upon it, becauſe others would have immediately purſued the ſame Plan.

Q. Whether you had ſuch a particular Knowledge of the Subject of this Contract, as to render it more advantageous in your Hands than it probably would have been in the Hands of any other Perſon?

A. I cannot ſay any other Perſon, but I believe there were very few Men who could make that Advantage of it.

Q. Give your Reaſons, why it would be more advantageous; and ſtate the Circumſtances of your ſuperiour Knowledge upon the Subject.

A. It had been the Object of my Attention for at leaſt Three Years previous to it.

Q. What Information had you collected that enabled you to undertake this Contract upon the Terms on which you took it from Mr. Sulivan; what Mode did you deviſe of carrying on the Contract in a more beneficial Way than other People had done before him?

A. The Mode by which I intended to carry it on, ſuppoſing I had undertaken it, was to have reſided at Patna, much in the ſame Manner Mr. Young did; and I ſhould have had it from the firſt Hand, and been the Manufacturer chiefly myſelf. There was alſo a Clauſe in the Contract, that a certain Quantity was to be delivered, which I believe was ſuppoſed to be the Whole, or nearly the Whole, that could be produced. But there was a Clauſe giving an additional Premium—

The Witneſs was informed, he muſt not mention the Contents of the Contract.

Q. Was it not your Purpoſe to deſtroy the intermediate Agency in that Contract?

——— No Anſwer.

Q. Whether the Sum you have mentioned, of 60,000 *l.* did not include the 40,000 *l.* you had paid to Mr. Sulivan?

A. Moſt certainly.

Q. You have ſaid, Payments were made to you by Inſtalments to the Amount of 60,000 *l.* in Engliſh Money. Whether out of that 60,000 *l.* which you ſtate yourſelf to have received, you did not pay the Sum of 3,50,000 Sicca Rupees, which you ſtate yourſelf to have paid to Mr. Sulivan?

A. Yes.

Q. Whether you did not, on ſome Occaſions, correſpond with the Board *eo nomine*, as the Agent of Mr. Sulivan, after the Aſſignment?

A. Yes, I did.

Q. (*by a Lord.*) How long did you hold the Contract before you transferred it to Mr. Young?

A. I have already given it in Evidence, that it was ſome Time prior to September 1781.

Q. (*by Counſel.*) Do you know the Prices at which the Patna Council, or any former Proprietors of this Contract, purchaſed of the Ryots?

A. I was not then in the Country.

Q. Do you know the medium Price of the Article at which the Patna, or any former Contractors, had bought it of the Ryots prior to your Contract?

A. I do not exactly know it.

Q. Was it much under the Sum of 190 Rupees per Cheſt, at which Rate Mr. Mackenzie's and Mr. Griffith's Contracts were formed; how much under?

A. Do you mean, bought for the Company by that?

Q. Tell both; firſt, the Sums at which the Company bought it of them; and then, the Price it was bought at from the Ryots?

A. Thoſe Contracts of Mr. Mackenzie and Mr. Griffiths are upon the Records; it appears upon the Records.

Q. (*by a Lord.*) Can you yourſelf ſtate, of your own Knowledge, at what Price Mr. Mackenzie and Mr. Griffiths bought it?

A. No; I do not know what they paid for it.

Q. (*by Counſel.*) Do you know that it had never been bought ſo low as you could purchaſe it?

A. No. I believe it has always been a Monopoly for many Years. I believe the Management of it was formerly in the Hands of the Natives; they were the Factors, and the Council received it from them. I ſhould have taken the Situation of the Native, not of the Council at Patna.

Q. (*by a Lord.*) You entered into the Contract with a View to take the Situation of the Native?

A. Yes.

Q. By the Terms of your Contract, the Company was to make an Advance of Part or of the Whole of the Money to be paid in each Year?

A. No; by the Terms of the Contract they were to advance Half in the Courſe of the Year: The Contract is here.

Q. (*by a Lord.*) In what Manner was the Advance to be made?

A. I believe the Terms of the Contract were, that Half the Sum to be paid for the Quantity contracted for was to be paid ſhortly after the Commencement of it; that another Portion was to be paid ſome Time after, and the remaining One Fourth was to be paid; I think, at the Concluſion of it; at the End of the Year in each Year. I have not ſeen the Contract ſo long, I cannot recollect exactly.

Q. (*by Counſel.*) Whether thoſe Advances ſo ſtipulated to be made on the Part of the Company were ſufficient of themſelves to enable you to carry on that Contract without a further Capital?

A. No; I think not.

Q. State the Amount of thoſe Advances, and the Amount of that further Capital which would be neceſſary to carry on the Contract?

A. The Amount of the Advances is aſcertained in the Contract, the Number of Cheſts being ſpecified, and the Advances to be made upon that Quantity contracted for; but for the additional Quantity there is no Proviſion made.

Q. What further Addition to the Capital was neceſſary for carrying on this Contract?

A. I think the Capital altogether employed in that Contract would have required 140,000 l. annually: I mean for the whole Tranſaction.

Q. (*by a Lord.*) That Contract gave you the Monopoly of the Opium: Did it not?

A. Yes.

Q. Then to carry it on would require ſome Capital?

A. Yes.

Q. What Capital?

A. 140,000 l. for the Whole annually; but there is a Part of it ſupplied by the Company, which the Terms of that Contract will ſhew.

Q. (*by Counſel.*) Is the Traffic attended with any particular Riſque?

A. Yes; it is attended with Riſque. I believe I loſt above 1,000 l. in one Night, not in Bahar, but a Part at a Diſtance that was not under Mr. Young.

Q. Had you any Idea, when Mr. Young propoſed to give you the Encreaſe he did upon the Terms of your Contract, that it was capable of being productive and beneficial to that Amount?

A. I thought his Offer as much to the full as I could have made by it.

Q. You did not conceive that it left the Sub-contractor then any adequate Share of Profit?

A. It did not appear to me that it would be great; but certainly in a Tranſaction that would require ſo large a Sum, no Man in his Senſes would undertake it if he did not expect to get Advantage by it.

Q. Do you not believe this Ignorance of the Value was not only not confined to Mr. Haſtings, but that the Merchants in the Province in general were ignorant of its being ſo beneficial a Trade?

A. I believe they were.

Q. Do you know how much Advantage the Company reaped from this Contract?

A. I know it from having looked at the Accounts of the Company of their Sales; of Courſe I know the Accounts of the Contractors.

Q. What was the Amount that the Company made during theſe Four Years?

A. I certainly looked at theſe Accounts once, with a view to ſee what the Company did gain by it, and it appeared to me then that their Gains were not leſs than Six or Seven Lacks of Rupees a Year; that multiplied by Four will make up the Sum. That may be eaſily aſcertained by looking to the Accounts themſelves. I ſpeak to the beſt of my Recollection; and I believe I am pretty accurate.

Q. Whether you do not think, with a View to a Check upon the Adulteration of Opium, and the ſupplying the Company with a bad Commodity, it was more advantageous to ſtation an Inſpector at Calcutta, where the Conſumption was to be, rather than at Bahar, where they uſed to be?

A. It was to be ſold in Calcutta; and, by the Terms of the Contract, it was to be there inſpected and ſeen there that it was ſaleable; that appeared to me the Advantage. In the one Way it was inſpected during the Progreſs, and the Contractor was no longer anſwerable for it than at Patna: In the other Caſe, he was anſwerable for it at the Place of Sale.

Q. Whether you have not Reaſon to know, that at One Time Mr. Young would have been glad to have got rid of the Bargain by giving a Lack of Rupees to be rid of it?

A. I underſtood, when Mr. Young firſt undertook it he was much alarmed on Account of the Diſturbances at Benares.—Certainly the Sum he had advanced was very large, and he was apprehenſive it would have been loſt; and I believe he would at that Time have been very glad to have got rid of it; but he made no direct Propoſition to me.

Q. (*by the Managers.*) Whether you executed any Part of this Contract?

A. No; I have ſaid I did not.—Only the Letters I wrote to the Board.

Q. Whether, during the Execution of this Contract by Mr. Young, you ever inſpected it at all?

A. No; certainly not.

Q. Whether you knew, during that Period of Time, any Thing of the Detail of it at all?

A. Yes, long before.

Q. I mean, during the Time in which the Contract was executed, did you know any Thing of it at all?

A. No; certainly not. I had nothing to do with the Management of it. I made it over to Mr. Young.

Q. Whether you could have afforded to have given to Government the ſame Profit you gave to Mr. Sulivan, if the Contract had been advertiſed?

A. Undoubtedly.

Q. Why, therefore, did you not make that Offer to Government?

The Counſel for the Defendant objected to the Queſtion.

Q. Why did you chuſe to negotiate with Mr. Sulivan, and not with Government?

The Counſel for the Defendant objected to the Queſtion.

Q. Why did you chuſe to negotiate with Mr. Sulivan when he was not a Contractor with Government?

The Counſel for the Defendant objected to the Queſtion.

Q. Did any Fact come to your Knowledge, which induced you to purchaſe the Contract from Mr. Sulivan who had it not, rather than from the Government who had it to give?——Did any Fact come to your Knowledge, and ſtate it, that induced you to apply to Mr. Sulivan before the Month of September 1781?

A. In Converſation, I underſtood——

Q. (*by Counſel.*) Was that with Mr. Sulivan?

A. Yes.

The Counſel for the Defendant objected to the Witneſs' proceeding in his Anſwer.

Q. (*by a Lord.*) Had you any Converſation with Mr. Haſtings, or Anybody, that Mr. Haſtings avowed as his Agent in theſe Tranſactions, or in the Preſence of Mr. Haſtings?

A. No: I had not.

Q. (*by Managers.*) A Queſtion has been put, how Opium was purchaſed of the Ryots by former Contractors: Did you propoſe to purchaſe it from the Ryots, or did you mean to have it wrought for your own Benefit and Advantage?

A. At the Time I made my Agreement with Mr. Sulivan, it was my Intention to have reſided at Patna; to have purchaſed it from the Ryots, and to have manufactured it myſelf; perhaps at ſome more diſtant Part I could not have done that; but, generally, that was my Intention.

Q. What Portion of the Opium Buſineſs did you retain in your own Hands, and not tranſfer to Mr. Young?

A. There was one Part at Boglepore, and another at Purneah.

Q. Any more?

A. No. I do not immediately recollect the ſmall Places that might go under thoſe general Names.

Q. What Proportion might that be of the whole Quantity of Opium to be furniſhed to the Company?

A. I do not recollect. The Contract was generally made for the whole Province; and I was to ſecure the Monopoly as well as I could.

Q. (*by Counſel.*) Was your Purchaſe from Mr. Sulivan, and the Re-ſale to Mr. Young, in Writing?

A. My Purchaſe from Mr. Sulivan was in Writing.

The Counſel for the Defendant objected to any other Evidence of the Contents of this Contract.

Q. (*by Counſel.*) Was your Sale to Mr. Young in Writing?

A. Mr. Young and I put upon Paper at firſt the Terms of our Agreement; but thoſe Terms were not adhered to; we mutually agreed to abandon ſome of them; and there was no written Agreement of what really was the Tranſaction between us; we did not proceed agreeable to the original Plan.

Q. The final Agreement was not in Writing?

A. The final Agreement was not in Writing, with Mr. Young.

Q. With Mr. Sulivan it was?

A. With Mr. Sulivan it was.

Q. (*by Managers.*) Whether, or no, your Contract with Mr. Sulivan was a Thing pretty generally talked of, or a profound Secret?

The Counſel for the Defendant objected to the Queſtion.

Q. Have you got the Inſtrument here?

A. No.

Q. Where is it?

A. I left it in India. Mr. Sulivan is in England, and he may have it perhaps.

Q. The Queſtion has been aſked, whether Mr. Haſtings had any probable Knowledge of the Buſineſs? Was this kept ſo profound a Secret, as that you believe it was generally unknown at Calcutta?

The Counſel for the Defendant objected to the Queſtion.

Q. (*by a Lord.*) Whether you made any Application to the Governor General for the Opium Contract?

A. No; I never did.

Q. Whether you took any Steps to obtain Information in order to be a Bidder at any public Auction, which you had Reaſon to expect from the Orders of the Directors?

A. I made every Enquiry I poſſibly could.

Q. Whether you prepared yourſelf, from any Information, to be a Bidder at the Auction?

A. I had prepared myſelf with every Information I was able, certainly with a View to my own Advantage in it; and whether it was a Contract from Government, or from an Individual, was to me immaterial.

Q. (*by a Lord.*) What was the Extent of that Part of the Contract you retained, and did not ſell to Mr. Young; what aliquot Part was that of the whole Contract?

A. I really do not remember.

Q. Was it Twenty, Ten, or Five?

A. I really do not recollect.

Q. What Sum of Money you received for the Sale of that Contract?

A. I do not know. I certainly gained upon it; but what Sum I do not recollect: There were ſome Adjuſtments of Accounts with the Gentlemen who managed it; what the Sum total was I cannot tell.

Q. Who were the Gentlemen?

A. One was Mr. Walker; but a Mr. Howarth bought the whole generally; Mr. Howarth undertook the Whole.

Q. Does your Memory fail you to that Extent, that you cannot give an Account of the direct Sum of Profit you made by the Sale of that Part of the Contract?

A. I cannot, to the exact Amount; I think I made 7000 *l.* by it; but I do not give it as the exact Sum.

Q. Then you gained upon that Part about One Fourth of the Whole?

A. Yes, I think I did; I do not exactly recollect. My Expectations were certainly greater than I received from that Part; but the exact Sum I cannot aſcertain; I thought I ſhould have received more from Bengal, from that Part of Bengal.

Q. (*by Managers.*) Whether this was a Matter talked of in Calcutta: Aye or no?

A. Certainly at the Time I made this Agreement it was not known; it tranſpired afterwards, and was talked of; ſeveral have talked to me about it, but not One of them I found knew it; only generally that ſuch a Thing had been done. I thought you had aſked whether I had communicated it to Mr. Haſtings.

The Witneſs was directed to withdraw.

Then the Houſe adjourned to the Chamber of Parliament.

Die Mercurii, 25° Maii 1791.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Speaker informed the Managers for the Commons, they might proceed to make good their Charge.

The Managers for the Commons ſtated, they ſhould read the Order of the Court of Directors in 1754, reſpecting the Conduct of this Contract.

Read, from Book 420, already delivered in, the following Extract of a Letter from the Court of Directors to the President and Council at Fort William, in Bengal, dated 29th November 1754, beginning at Page 86 of the ſame Book.

Par. 40. " You are to give publick Notice, that you will receive Propoſals in Writing, at Boards to be held for the Purpoſe, from all Perſons indifferently (our own Servants excepted) who are willing to furniſh you with Materials of all Kinds; and the Perſon or Perſons who offer at the loweſt Rates, provided the Materials are good, are to be contracted with.

(Signed at the End)

" Roger Drake, Chairman,
Richard Chauncy, Deputy;
W. Willy, W. Mabbott,
Cha. Gough, N. Newnham jun^r.
W. Wilberforce jun^r, John Payne,
H^y Crabb Boulton, Cha. Cutts,
Z. P. Fonnereau, Whichcott Turner,
Nich^s Linwood, P. Godfrey,
Stephen Law, Rob^t Jones.

Read, from Book 407, already delivered in, the following Extract of a Conſultation of the 10th of May 1771.

" Fort William, the 10th May 1776. Rev. Dep. Friday.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Lieutenant General Clavering,
The Honourable George Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

" Read, the following Letters from Mr. Griffith and Mr. Wilton, the Ophium Contractors.

" To the Honourable Warren Haſtings Eſquire, Governor General, and the other Gentlemen of the Council of Revenue Fort William. Letter from Mr. Griffith, Bahar Ophium Contractor. L. R. No. 306.

" The Manufacture of Opium is an Act which requires long Experience, joined with the moſt minute Attention, to become Maſter of; I had made it an Object of my particular Enquiries long before I undertook my Contract, and am convinced that great Improvements may be made on the preſent Mode. This, however, cannot be hoped for but by the continued Study and Obſervation of the ſame Contractor. (*a*)

(Signed) " Richard Griffith.

(And at the End of the Conſultation)

" Warren Haſtings,
J. Clavering,
Rich^d Barwell,
P. Francis."

(*a*) Vide Appendix, N° CLXXXVI.

Then the Managers for the Commons ſtated, that they ſhould proceed in that Part of the Examination with which they had left off the preceding Day; for which Purpoſe, they deſired Mr. Young might be again called in.

Mr. YOUNG was accordingly called in, and examined as follows:

Q. State what Intereſt you had under the Opium Contract in 1781?
A. I purchaſed it.

Q. What did you pay for the Purchaſe of it?
A. I paid 149,000 Sicca Rupees annually; to be paid by Inſtalments.

Q. Of whom did you purchaſe it?
A. I purchaſed it of Mr. John Benn.

Q. At what Time did you make the Agreement for that Purchaſe?
A. Various Converſations had paſſed between Mr. Benn and me upon the Subject as early as the Month of April 1781, relative to the Purchaſe, and it was about that Time finally underſtood and agreed between us, that I ſhould have the Management of it.

Q. Whether you did not find the Concern a profitable one to yourſelf?
A. I did.

Q. To what Amount, or nearly to what Amount, did you derive Profit from that Contract to yourſelf?

The Witneſs ſubmitted, whether the Queſtion was proper to be put.
He was directed to anſwer the Queſtion.

Q. Did you derive conſiderable Profit from it?
A. I did.

Q. Upon the Expiration of this Contract of 1781, you was yourſelf the Contractor with Government afterwards?
A. I was: I entered into the Engagement jointly with Mr. Patrick Heatly in 1785.

Q. (*by Counſel.*) Was that Contract in Writing?

The Managers for the Commons ſtated, That they did not mean to examine as to the Terms of the Contract.

Q. (*by the Managers.*) Did you derive a conſiderable Profit under your Engagement in 1785?
——No Anſwer.

Q. Would you have taken the Contract from Government in 1781, upon the Terms in which you took it in 1785?
A. No; certainly not.

Q. Would you have taken it from Government upon the Terms on which you took it from Mr. Benn in 1781?
A. Yes; I certainly would.

Q. Why did you deal with Mr. Benn for the Opium Buſineſs?
A. Becauſe I was convinced that by concluding a Bargain with Mr. Benn it would be profitable to myſelf.

Q. Why did you engage with Mr. Benn rather than with Government?

The Queſtion was objected to by the Counſel for the Defendant.

A. I made no Application to Mr. Benn originally: He conſulted me upon the Buſineſs originally —and it was in Conſequence of various Converſations between Mr. Benn and me; as alſo ſome previous Correſpondence upon the Subject.

Q. At what Time was the firſt Correſpondence and Converſations with Mr. Benn upon the Subject?
A. I cannot ſtate accurately from Memory, but it was in, or before, April 1781.

Q. Why did you chuſe rather to engage with Mr. Benn than with any other Perſon—What led you to apply to Mr. Benn?
A. I beg to ſtate, that I made no Application to Mr. Benn, he made Application to me; he firſt conſulted me upon the Subject; and from thence I firſt came to the Knowledge that any ſuch Tranſaction was in Agitation.

Q. How came you to know that Mr. Benn had any Thing to do with it?
A. He informed me of it.

Q. Informed you of what?

The Counſel for the Defendant objected to the Queſtion.

Q. Did Mr. Benn inform you he had a Concern in that Buſineſs?
A. Mr. Benn did.

Q. Did he inform you how he came by it?

The Counſel for the Defendant objected to the Queſtion.

Q. Whether or no the Tranſaction concerning the Sale of the Opium was, as far as you can judge of it, a profound Secret or not; that is, that it was promiſed firſt to Mr. Sulivan, and then to Mr. Benn?
A. It was a profound Secret as far as I know.

Q. (*Croſs examined.*) At what Price did the Patna Council, while the Opium was under their Management, purchaſe it of the Ryots of the Country or their immediate Agents?
A. When I went up to Patna, in the Beginning of the Year 1775, as a Member of the Council, a Contract exiſted, the Terms of which it is totally out of my Power, at this Diſtance of Time, to mention.

Q. What is the Fact of the Price at which the Patna Council purchaſed it?
A. I really do not recollect.

Q. Was it not 190 Rupees per Cheſt, or thereabouts, or upwards, from the native Merchant?
A. I believe it was conſiderably more, a great deal more, but I cannot be ſpecific as to it, or any Thing near it.

Q. Was it between Two and Three hundred Rupees a Cheſt, as near as your Memory will ſerve you?
A. To the beſt of my Memory it might be between Two and Three hundred, but I cannot be poſitive.

Q. Do you happen to know at what Price it was bought at Benares?
A. I really do not recollect.

Q. As near as you can?
A. I have not the moſt diſtant Knowledge; I do not recollect; nor do I know whether they got any from Benares.

Q. Whether you have not made this Buſineſs of Opium your particular Object of Enquiry, ſo as to make yourſelf particularly acquainted with the Subject?
A. It had been a Subject of Enquiry and Study almoſt from the firſt of my coming to Patna as a Member of the Council in 1775, during the Space of Six Years, or thereabouts.

Q. Do you recollect that in 1785 you repreſented in your Propoſals, that no other Perſon could undertake it upon the ſame Terms in Bahar, without a certain Loſs?
A. I recollect that now perfectly well, it was ſo; and I now aſſert, that Nobody could have undertaken it, without a Loſs, upon thoſe Terms.

Q. Do you recollect that you made this Repreſentation, that the Opium was an Article of Finance, and not of Commerce, and as much One of the Reſources of the State as the Salt, landed Collections, Cuſtoms, or any other Branch of publick Revenue?
A. I think I have ſtated that publickly; and I am ſure I always thought ſo, and do now.

Q. That it had been conſidered as ſuch during the Mogul Government, which farmed out the excluſive Privilege for an annual Peſhcuſh?
A. As far as my Enquiries went into that Subject, I was informed ſo.

Q. Do you believe that to be true?
A. I believe it to be true.

Q. Do you recollect repreſenting that the Inſtitution of Inſpectors had been found a uſeleſs Inſtitution at Bahar?
A. I deſire to be referred to the Document where I have ſo repreſented it.

Q. (*by a Lord.*) Did you make any Repreſentation to the Government in India, or to the Company here, reſpecting the Matter now propoſed to you?
A. If it is in Writing, and on Record, I certainly did.——I think ſuch a Repreſentation was made.

Q. Was that Repreſentation according to the beſt Information you had, and Knowledge upon the Subject?
A. Yes.—And I am of that Opinion now. I always thought Inſpectors upon the Spot of the Manufacture

Manufacture an uſeleſs Inſtitution, and calculated only to embarraſs the Contractor, and of no Benefit whatever to the Company.

Q. (*by Managers.*) As you think the Opium Buſineſs a Matter of Finance, and not of Commerce, whether or no it was not bought and ſold on Account of the Company?

A. When I ſaid it was a Matter of Finance, and not of Commerce, I meant it generally as one of the Reſources of Government, and not as an Article that was not originally bought and ſold.

Q. Do you think there is a greater Aptitude in the Governor General and Council to diſpoſe of that Commodity by way of Bargain and Sale than the Board of Trade? Whether there is any Advantage in point of Finance or of Commerce for the Governor General and Council to manage that Tranſaction, rather than the Board of Trade.—Were the Governor and Council, by their Situation, better enabled to manage that Buſineſs than the Board of Trade?

A. I think it was a Tranſaction that ought to come primarily under the Management and Direction of the Governor General and Council: with reſpect to the final Sale of it at Calcutta, I ſhould ſuppoſe it was of very little Conſequence whether it was ſold under the Direction of the Governor and Council or the Board of Trade.

Q. What Convenience or Advantage had the Supreme Council in the Sale of Opium above the Board of Trade?

A. I ſhould ſuppoſe that merely Matter of Opinion.

Q. (*by Counſel.*) Whether you know that Opium, to the lateſt Period of your Knowledge, has been ſent to China for the Purpoſe of procuring an Inveſtment for the Company there?

A. I know that Opium is purchaſed by Merchants, and exported to China.

Q. Has it been ſent on Account of the Company, to procure their Inveſtments in China?

A. I have heard that it has.

Q. Often?

A. I heard that it was ſent, in One Inſtance, and only One Inſtance.

The Witneſs was directed to withdraw.

The Managers for the Commons ſtated, they would next produce the Contract itſelf.

Then, Mr. Hudſon was again called in.

Read, from Book 262, the following Extract of a Conſultation of the 5th of June 1781, beginning at Page 130 of the ſame Book.

"Fort William, the 5th June 1781.

Rev. Dept. Tueſday.

"At a Council; Preſent,

The Honourable Warren Haſtings, Eſquire, Governor General, Preſident;

And

Edw^d Wheler Eſquire.

Contract executed. Copy to be entered after Proceedings.

"The Contract being now executed by the Board,

"Ordered, That a Copy thereof be entered after this Day's Proceedings.

"Whereas it is agreed between the ſaid Stephen Sulivan and the ſaid Governor General and Council of the Preſidency of Fort William, on the Behalf of the ſaid United Company, that the ſaid Stephen Sulivan ſhall ſupply the ſaid United Company, during the Space of Four Years, from the Firſt Day of September next." (a)

(Signed, at the End of the Conſultation,)

"Edw^d Wheler."

The Managers for the Commons ſtated, they would next produce a Letter from the Court of Directors condemning the above Contract.

Bengal Diſpatches. Read, from Book 42, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Fort William in Bengal, dated the 12th July 1782.

Ophium. Par. 53. "Having, by our Letter of the 23d December 1778, Par^s 86 to 88, condemned the Contract entered into with Mr. Mackenzie, for the Proviſion of Ophium, we cannot but be ſur-

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(a) Vide Appendix, N° CLXXXVII.

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prized at your having concluded a new Contract for Four Years, relative to that Article, with Mr. Stephen Sulivan, without leaving the Terms of it to the Deciſion of the Court of Directors. We do not mean to convey any Cenſure on Mr. Sulivan reſpecting this Tranſaction; but we cannot withhold our Diſpleaſure from the Governor General and Council at ſuch an Inſtance of Contempt of our Authority. (a)

Signed at the End of the Letter,

“ Robt Gregory, Chas Boddam, John Smith, W. Devaynes,
Henry Fletcher, John Hunter, John Roberts, George Cuming,
John Harriſon, Joſeph Sparkes, Step. Luſhington, Jas Moffatt,
George Tatem, R. Hall, Ben. Booth, Nathl Smith.”
Jacb Wilkinſon,

The Managers for the Commons ſtated, that they had meant to have ſhewn the Two other Situations in Bengal in which Mr. Sulivan ſtood at that Time; but the Book not being at Hand, they would proceed to prove that Part of the Tranſaction relative to the Smuggling of Opium into China.

Read, the following Extract from Mr. Haſtings's Anſwer to the Fourth Article of Charge, delivered at the Bar of the Houſe of Lords:

“ And the ſaid Warren Haſtings ſays, That the Governor General and Council, he being Governor General, did, in the Year One thouſand ſeven hundred and eighty-one, declare, as the Truth was, that the Employment of the Shipping belonging to Bengal, in ſupplying the Coaſt with Grain, and the Difficulties and Obſtructions apprehended in the Navigation of the China Seas from the Cruizers and Privateers which had been, and were expected to be fitted out from the Iſle of France, Batavia, and other Places, to interrupt the Trade of the Eaſtward, had ſo much reduced the Demand for Opium, that they had found no Bidders at the Company's Sales at the Cloſe of the laſt and the Commencement of the then Year, nor any Perſons willing to become Purchaſers of that Article at the moderate Price of Four hundred Rupees per Cheſt, at which it was afterwards expoſed for private Sale; from which Cauſes almoſt the whole Produce remained on their Hands: But he denies that he ever monopolized Opium at an extravagant Rate, or that no Attempts were made by Perſons employed by the Governor General and Council to ſell the ſame at a low Price.” (b)

Read, alſo, the following Extract of a Letter from the Governor General and Council at Fort William, Bengal, to the Court of Directors, dated 15th May 1781.

Par. 60. “ We are ſorry to acquaint you, that, owing to the indifferent State of the Markets of laſt Seaſon to the Eaſtward, and the very enhanced Rates of Inſurance which the War has occaſioned, we have not been able to diſpoſe of the Opium of the preſent Year to ſo great an Advantage as we expected, and that more than One Half of it remains ſtill in your Warehouſes. For our different ineffectual Endeavours to diſpoſe of it by public Auction, and the Mode we have ſince been obliged to purſue in ſelling it by private Contract, we beg Leave to refer you to the Conſultations marked in the Margin, which will fully explain to you our Proceedings on this Subject. 23 January. 23 March.

Signed at the End,

“ Edwd Wheler.”

Read, alſo, the following Extract from Mr. Haſtings's Defence at the Bar of the Houſe of Commons.

☞ [“ My Accuſer has taken much Pains to prove that I was guilty of Inattention to the Intereſt of my Conſtituents, by loading a Quantity of Ophium in Two Ships, for the Purpoſe of remitting a conſiderable Sum on the Company's Account to China. I ſhall merely obſerve upon this Part of the Charge, that in the critical Situation of our Affairs in India, in the Year One thouſand ſeven hundred and eighty-one, when private Merchants were precluded from the Purchaſe of Ophium, Firſt by the Scarcity of Specie, and next by the Dangers to which Ships were expoſed in the Indian Seas, the Queſtion to conſider was this, whether I ſhould take the Chance of ſending Ophium to China and the eaſtern Iſlands on the Company's Account, in order to furniſh our Supra Cargoes at China with a Supply of Specie, or ſuffer the Ophium to remain One Seaſon in Calcutta, and riſque the Detention of the Company's Ships for One Year at Canton. Mr. Wheler and myſelf, for the Plan was Mr. Wheler's, determined to make the Experiment.] ☜ §(“ The Supra Cargoes gave the following Information to

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(a) Vide Appendix, No CLXXXV.

(b) Vide ſupra, Page 1307.

" the Directors, which my Accuſer has carefully ſuppreſſed: ' The Object of the Governor General and Council was, to raiſe a Sum of Money to anſwer the Exigencies of the Company's Affairs in that Part of India, and at the ſame Time to afford us a Supply for providing he Cargoes for the preſent Year. Had Ophium not been imported in Portugueſe Ships, and had the Captain obeyed his Orders, we have not the leaſt Doubt but it might have ſold to conſiderable Advantage. The Betſy was taken; had her Voyage been accompliſhed, we have great Reaſon to imagine, that the Honourable Company would have received conſiderable Advantage from it. She ſold as much of her Cargo as produced Fifty-nine thouſand ſix hundred Dollars, which was paid into the Honourable Company's Treaſury here.")§ ☞[The Ophium ſent to China and the Iſlands in One thouſand ſeven hundred and eighty-one, ſold for Ninety-three thouſand three hundred and forty-five Pounds Sterſing, which was paid into the Treaſury at Canton. The Scheme was a temporary one, and the Neceſſity urgent, both for raiſing a Sum of Money in Bengal, and remitting a conſiderable Sum to China. What my Accuſer means, by ſtating that I was guilty of a Breach of Truſt, by monopolizing an Article for which there was no Sale, I do not underſtand; had I thrown the Trade open, or relinquiſhed the Contract for One Year, the Revenue had been loſt to the Company for ever. From whence my Accuſer received the Information that Mr. Sulivan ſold his Contract to Mr. Benn, or that Mr. Benn afterwards ſold it to another Perſon, I know not: If the Fact is ſo, the Sale was made without my Privity or Conſent, nor can it be a Part of the preſent Queſtion."] (*a*)

Read, from Book 427, already delivered in, the following Extract of a Conſultation of the 17th of September 1781.

[" Fort William, 17th September 1781.

" At a Council; Preſent,
Edward Wheler Eſquire;
The Honourable the Governor General abſent on a Viſit to the Northern Provinces.
Lieutenant General Sir Eyre Coote abſent on Service at Fort St. George.

" Mr. Wheler, conformably to the Deſire of the Governor General, lays before the Board a Letter from Colonel Watſon reſpecting the Sale of the Company's Opium.]

§ [" Gentlemen,

Colonel Watſon.

" Having long conſidered, with great Surprize, the many Diſadvantages to which the European and Indian Canmiree of the Company and Britiſh Subjects are ſubjected to at the Port of Canton, by the Monopoly of the Cohing Merchants, who by ſuch authorized Eſtabliſhment are enabled to enhance the Value of their own Commodities, and lower the Price of all Goods imported into China at their meer Will and Diſcretion; I am at this Time induced to lay before the Board my Opinion of the great Benefits which might probably accrue to the Public by an Attempt to open a Trade with the Eaſtern and Northern Provinces of China, whoſe Inhabitants are now and have ever been the chief Conſumers of the moſt valuable Articles exported from Great Britain; and it is to theſe Provinces that we are principally indebted for the Two moſt beneficial Articles of our Commerce, Tea and Raw Silk.

" I am entirely at a Loſs to account for the Reaſons which firſt influenced the European Companies to fix upon Canton, the moſt Southern Port of the Chineſe Empire, as a general Emporium of vending the Produce of their reſpective Northern Climates, and ſtill more ſurprized at the Continuance of their Trade to that Port only; ſince it has been known that their Commerce with the other Provinces was neither prohibited or obſtructed by the Emperor's Order. The Attempts made by the Engliſh Company in the Years 1755, 1756, and 1757, to open a Trade at the Port of Limpo, in the Province of Chekyoung, is an indubitable Proof of the Fact."

" By this making Canton the only Mart of the Sale of European Goods and Purchaſe of Chineſe Commodities, the Cohong Company has had its Riſe, and are enabled to pay immenſe Bribes to the Manderines of Government for their lucrative Monopoly, which they have for many Years exerciſed, to the great Prejudice of the Company as well as of Individuals; and, I am credibly informed, that the Britiſh Subjects alone have, by their Confidence in the Credit and Security of the Cohong Company, already ſuſtained a Loſs of ſomething more than Seven Millions of Spaniſh Dollars by Money lent upon Bonds, which enormous Sum ſtill remains due to them, and almoſt without any Proſpect of ever being repaid, except by an immediate Repreſentation to the Court of Pekin. The late Demands and Repreſentations made by Captain Panton to the Governor of Canton, have only extorted ſomething like a Promiſe to oblige the Chineſe Merchants to repay the Principal Sums lent within the Space of Ten Years.

" The preſent deplorable State of our Indian Commerce to China, in particular that of Bengal, from the Controul which the Cohong Company are allowed to exerciſe at the Port of Canton, muſt ſoon be ſeverely felt by the Eaſt India Company themſelves. As the Sales of Opium,

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(*a*) Vide Appendix, Nº CLXXXVIII.

“ and ſuch other Articles as are procured with it, are now little more than ſufficient to purchaſe
“ the neceſſary returning Cargoes, and do not allow our Merchants to furniſh the Company with
“ the uſual Supplies of Caſh ſo neceſſary for compleating their China Inveſtment.

“ In order to remedy this unfavourable Circumſtance, and prevent the great Loſs which the Britiſh
“ Nation muſt ſoon ſuffer by a Diminution of their China Imports, from a Want of Caſh to compleat
“ the Lading of their required Tonnage, I take the Liberty likewiſe to ſuggeſt the Expediency of
“ this Government now taking the Opium Trade to China immediately under its own Management,
“ and conſigning the whole Quantity that may be required for that Market to the Company's Su-
“ percargoes at Canton. The great Loſs and Diſappointment which the Britiſh Traders in Opium
“ have ſuffered this laſt Seaſon, call for ſuch a Remedy as I have recommended, and I do not
“ ſee any other Expedient that can ſo compleatly counteract the Cohong Monopoly, as that of
“ the Company themſelves becoming the only Dealers in this Staple Article, upon which (ſo certain
“ is the Demand for it) they may affix almoſt what Price they pleaſe, in Reaſon.

“ By the beſt Authority I find that the preſent yearly Conſumption in the South-eaſt Provinces of
“ China alone amounts to Twelve hundred Cheſts, which, at the moderate Price of Five hundred
“ Spaniſh Dollars per Cheſt, will furniſh the Company with a Supply of Six Lacks of Dollars
“ per Annum to compleat their Inveſtment.

“ If the Board, upon mature Deliberation, ſhould adopt my Opinions reſpecting the probable
“ Advantages which might accrue to the Britiſh Nation and Company by an Attempt to open a
“ Trade with the eaſtern and northern Provinces of China, and carry our European to thoſe Coun-
“ tries that now conſume and take off the principal Articles of the Britiſh Exports, as well as
“ furniſh the moſt valuable Articles for the Europe Markets, and alſo approve of the preſent
“ Expediency of monopolizing the Opium Trade in China; in that Caſe I take the Liberty of
“ making a Tender of my Ship now building at Kidderpore, for the Purpoſe of carrying both
“ Plans into Execution, for which, in my humble Opinion, ſhe will be exceeding well adapted on
“ Account of her great Force, and moderate Draught of Water, beſides promiſing, when ſheathed
“ with Copper, to be a prime Sailer.

“ The Opium intended for the China Market I propoſe to take upon Freight, the Amount of
“ which may be either paid in Bengal or at Canton, as the Board may deem moſt eligible; and
“ after delivering this Opium to the Supra Cargoes, I further propoſe to freight the Ship to the
“ Company at a ſtipulated Rate per Month during ſuch Time as ſhe may be employed in attempt-
“ ing to open a Trade with the eaſtern and northern Provinces of China, or in executing any
“ further Plans which may be thought expedient by Government, till her Return, and the De-
“ livery of her Cargo at the Port of Canton.

“ Such are the Outlines of the Plan which I ſuggeſt to the Conſideration of the Board, and I
“ am perſuaded if the Endeavour to open a Trade with the eaſtern Ports of China is intruſted to
“ a Man of Prudence and Perſeverance, that ſuch Lights will be obtained as muſt have the
“ moſt beneficial Conſequences both to the Company and Britiſh Subject in India.

“ Fort William, I am, &c.
29th March 1781. (Signed) “ Henry Watſon.”) §

☞ [“ Agreed, That Lieutenant Colonel Watſon's Tender of his Ship the Nonſuch, to carry Opium to China, on Account of the Honble. Company, be accepted on the following Terms:

“ The Nonſuch to be ready to ſail from this Port in all the Month of December.

“ The Quantity of Opium to be ſent on the Nonſuch not to be leſs than Two thouſand Cheſts; for which the Board agree to allow Colonel Watſon Fifty Sicca Rupees per Cheſt Freight from Bengal to Canton.

“ The Amount of the Freight to be paid to Colonel Watſon's Agents at Canton, by Bills drawn on the Supracargoes there, by this Government, at the uſual Rate of Exchange, viz. Forty-one Spaniſh Dollars for One hundred current Rupees.

“ If the Board ſhall think proper to lade on Board the Nonſuch any other Goods or Treaſure for China, ſuch Goods or Treaſure to be delivered at Canton Freight free.

“ Colonel Watſon to enter into Engagements, that no Opium ſhall be received on Board the Nonſuch, either before her Departure from this Port, or at any Time during his Voyage from Calcutta to Canton, except what ſhall be laden on her by the Governor General and Council.

“ The Port Charges and Priviledges to Officers to be paid by the Company, and the latter to be determined by ſuch reſpectable Merchants of Calcutta as may hereafter be choſen for that Purpoſe.

(Signed at the End of the Conſultation)

Edw^{d} Wheler.”] ☜

The Managers for the Commons ſtated, they would next proceed to prove, That in Conſequence of the above Tranſaction of ſending Opium to China, a Loan was propoſed in Bengal, the Money to be advanced into the Treaſury of Bengal, and Certificates received for it, which Certificates were to be converted into Bills in China.

Read, from Book 440, Page 250, already delivered in, the following Extract of a Conſultation of the 1ſt November 1781, beginning at Page 250 of the ſame Book.

Pub. Dept.
Thurſday.

" Fort William, 1ſt November 1781.

" At a Council; Preſent,
Edward Wheler,
and
John Macpherſon,
} Eſquires.

The Honourable the Governor General abſent on a Viſit to the Northern Provinces.
Lieutenant General Sir Eyre Coote abſent on Service at Fort St. George.

Read, the following Letter and Incloſure from the Governor General.

" Gentlemen,

" The ſhort Interval allowed between the Date of the Advertiſement of the Board's Intention to open a Remittance to Europe for the Receipt of the Company's Civil and Military Servants through the Treaſury at Canton; and the Time limited for the Delivery of the Names of the Subſcribers to it, added to the Conſequences of the Troubles in theſe Diſtricts, having prevented many Gentlemen in this Part of the Country, who were deſirous of ſubſcribing, from communicating their Orders to their Correſpondents at the Preſidency in ſufficient Time to be effectual, I have the Honour to tranſmit to the Board a Liſt of their Names, and make it my Requeſt, that if the Certificates have not yet been delivered to the Subſcribers according to the Proportions which at preſent ſtand allotted to, or there ſhould not be any other eſſential Impediment to the Compliance with the Wiſhes of theſe Gentlemen, they may yet be indulged with Shares in the Remittance.

Benares,
22d October 1781.

" I have the Honour, &c.
(Signed) " Warren Haſtings."

" Liſt of the Gentlemen mentioned in the Governor General's Letter to the Honble. Board, of this Date, as deſirous of ſharing in the Remittance to Europe through Canton, in Bills granted on the Honble. Court of Directors by the Supra Cargoes at that Place:

" Mr. David Anderſon,
Mr. Richard Sumner.
Majors. William Popham,
Humphries,
Lane.
Captains. James Law,
Dennis,
Harriſon,
Thomas Gladwin,
Ludowick Grant,
Jonathan Scott,
Thomas Blair.
Lieutenants. John Harriſon,
William Toone,
Windwood,
Piggott,
Fallon,
D'Eſtene,
Lieutenants. Mitchell,
James Anderſon,
Alexander Macleod,
Reid,
Crawford,
Falvey,
Charles Gladwin,
Moncrief,
Cummine,
Townſend,
Mackenzie,
Moniſan,
Baillie,
Sands,
Horſley Kutchiſſon,
Lucadore,
Evelyn.
Surgeon. Charles Laird.

(Signed)
" E. Hay,
Sub Secry. to the Honble.
Go. Genl and Council.

(Signed at the End of the Conſultation)
" Edwd Wheler,
John Macpherſon."

Read, from Book 427, already delivered in, the following Extract of a Conſultation of the 30th July 1781.

" Fort William, the 30th July 1781.

" At a Council; Preſent,
Edward Wheler Eſquire.
The Honourable the Governor General abſent on a Viſit to the Northern Provinces.
Lieutenant General Sir Eyre Coote abſent on Service at Fort Saint George.

" Ordered, That the Treaſury be opened for the Receipt of Cr 10,00,000, to be taken up on the above Remittance to China, and on the Terms mentioned in the following Advertiſement.

" Advertiſement, 30th July 1781.

" The Honourable the Governor General and Council having reſolved to export the Opium now in their Warehouſes to China, to ſerve in lieu of the uſual Remittance in Bullion, they hereby give public Notice, that they will open their Treaſury for the Civil and Military Servants of the Company, the Repreſentatives of thoſe relieved from the Service and gone to Europe, or the Adminiſtrations to the Eſtates of deceaſed Perſons. Certificates will be granted by the Honourable the Governor General and Council, which will entitle thoſe who pay in Money to exchange them for Bills to be drawn by the Supra Cargoes at Canton, for the Proceeds of the above Opium, on the Court of Directors in Leadenhall Street, at the Rate of Sicca Rupees 214 and 4 Pice per 100 Spaniſh Dollars, and the Dollar to be rated at whatever may be the Exchange fixed by the Supra Cargoes for the Seaſon in which the Bills ſhall be drawn. Subſcriptions will be received at the Secretary's Office from all Servants of the Company, Civil or Military, who are willing to partake of this Remittance, provided they be delivered in before the 25th of next Month; a Diſtribution will then be made of the Remittance, the Shares to be regulated by the Rank which the Subſcribers hold in the Service; which Diſtribution will be lodged at the Treaſury, and the Amount allotted to each Subſcriber to be paid into the Treaſury on or before the 10th of September, after which the Treaſury will be cloſed.

Advertiſement relative to the Remittance to China.

" The Riſk of the Voyage to be on Account of the Company, and ſhould any Accident happen to prevent the ſafe Arrival of the Ship on which the Opium is to be loaden in China, the Money ſubſcribed will be repaid at the Treaſury in Fort William, with an Intereſt of Eight per Cent.; or ſhould the Ship not carry Funds to China equal to the Amount ſubſcribed, the Supra Cargoes will curtail from the Drafts allotted to each Subſcriber on the Court of Directors a Sum equal to the General Deficiency on the whole Remittance, and whatever Sum may be ſo curtailed will be repaid at the Treaſury in Calcutta, with an Intereſt of Eight per Cent. a Voucher being produced from the Supra Cargoes that ſuch Deduction was made.

" Ordered, That the above Advertiſement be immediately publiſhed, and a Copy ſent to the Sub-treaſurer, with Directions to receive the Amount ſubſcribed, whenever the different Shares ſhall be determined agreeable to the Terms inſerted therein.

(Signed, at the End of the Conſultation,)
" Edward Wheler."

Read, from Book 440, already delivered in, the following Extract of a Conſultation of the 22d of November 1781, beginning at Page 553 of the ſame Book.

Pub. Dept.

" Fort William, 22d November 1781.

" At a Council; Preſent,
Edward Wheler
and } Eſquires.
John Macpherſon,

" The Board, taking into Conſideration the Neceſſity of raiſing Money upon the Opium which is to be conſigned to the Supercargoes at Canton by the Nonſuch, in Conſequence of their Reſolution of the 17th September, and referring to the Publication iſſued on the 30th of July laſt, upon the Occaſion of lading 1490 Cheſts of Opium on the Betſey, the Proceeds of which are to be paid into the China Treaſury;

" Agree, that the following Publication ſhall be now iſſued for taking up the Amount of Ten Lacks of Rupees on the like Terms for the preſent Occaſion.

" Whereas the Honourable the Governor General and Council have reſolved to take up a further Loan of Ten Lacks of Current Rupees, upon the Security of the Opium now preparing to be exported by the Nonſuch, on the Terms as that which has been received in Conſequence of their Advertiſement, dated 30th July laſt, upon the Opium exported by the Betſey.

Advancement reſpecting the Opium on the Nonſuch.

" Notice is hereby given, that Subſcriptions will be received at the Secretary's Office, to the Amount of Ten Lacks of Rupees, to be paid into the Treaſury by the Parties ſubſcribing, any Time before the 31ſt of January next, for Certificates to be granted by the Honble. the Governor General and Council, to be exchanged at Canton for Bills, at the uſual Sight, on the Honble. the Court of Directors, to be drawn by the China Supra Cargoes, for the Amount which ſhall be realized from the Sale of the ſaid Opium, at the Rate of Sicca Rupees 214 and 4 Pice per 100 Spaniſh Dollars, and the Dollar to be valued in Sterling Money at whatever Exchange may be fixed by the ſaid Supra Cargoes, for the Seaſon in which the Bills ſhall be drawn.

" The Riſque of tranſporting and ſelling the Opium will be on Account of the Company; but ſhould it's ſafe Arrival or Sale be prevented by any Accident, the Money ſubſcribed in conſequence of this Publication is to be repaid to the Subſcribers, or their Aſſigns, at the Treaſury in Fort William, with Intereſt from the Date of its Receipt at the Rate of Eight per Cent. per Annum; or, if the Fund realized at China from the Conſignment ſhall be unequal to the Sum received here upon it, the Super Cargoes are to limit their Drafts in Proportion to each Subſcriber, and the Difference will be repaid to them reſpectively, with Intereſt after the above Rate, at the

* Sic in Orig. Treaſury in Calcutta. or * tendering Vouchers from the Super Cargoes expreſſive of ſuch Deficiency.

"Fort William,
22d Nov. 1781.

By Order of the Honble. the Govr Genl, &c."

(Conſultation not ſigned.)

Then the following Queſtion was put to Mr. Hudſon.

Q. (*by Counſel.*) Do you not know that the Application of Opium to our China Trade has been a Meaſure approved, recommended, and ordered by the Board of Controul?—Whether the very Meaſure of exporting Opium for the Purpoſe of its being applied to the China Trade, and the Company's Inveſtment to China, has not been a Meaſure in Terms not only recommended, but ordered by the Board of Controul in the Year 1786?

The Managers for the Commons objected to the ſame.

Read, from Book 440, already delivered in, the following Extract of a Conſultation of the 5th November 1781, beginning at Page 291 of the ſame Book.

"Fort William, 5th November 1781.

Rev. Dept. Monday. "At a Council; Preſent,
Edward Wheler and John Macpherſon, } Eſquires.
The Honourable the Governor General abſent on a Viſit to the Northern Provinces.
Lieutenant General Sir Eyre Coote abſent on Service at Fort St. George.

"Reſolved that the following Letter be written to the Governor General.

Page 293. "Finding that there were ſtill a conſiderable Balance of the Fund ſubſcribed for a Remittance by way of China unpaid, we have admitted the Names of the Perſons recommended by you for that Purpoſe, and have allotted them the Shares of their reſpective Ranks in the Service, the Amount will of Courſe be received from the Agents at the Treaſury.

(Signed and dated at the End of the Letter,)

"Fort William, 5th November 1781 We are, &c.

(Signed at the End of the Conſultation,)
Edwd. Wheler,
John Macpherſon."

Read, alſo, from Book 429, already delivered in, the following Extract of a Letter from the Council at Canton to the Court of Directors, dated 28th December 1782.

☞ [Par. 35. "On the 21ſt July, the Nonſuch, Captain William Richardſon, arrived in Macao Roads from Bengal, laſt from Bencoolen, having on Board Opium on Account of the Honourable Company; and Packets from both thoſe Preſidencies.

36. "The Preſidency of Fort Marlborough informed us, that they had upwards of 2000 Tons of Pepper, and were daily receiving more, but as they had no Intimation what Ships might be expected from Europe or the Preſidencies, were ignorant what Quantity they ſhould be able to ſend us; but that if Two ſhips arrived they could give them from Four to Five hundred Tons each; that they had drawn Bills to the Amount of Dollars 11,631, requeſting us to honour the ſame, which we accordingly did.

37. "The Governor General and Council of Bengal inform us, that they have laden on the Nonſuch 1,601 Cheſts of Opium on Account of the Honourable Company, amounting to current Rupees 825,023 : 5 : 11; that they had drawn upon us for the Sum of 38,048 Spaniſh Dollars, in Favour of Lieutenant Colonel Henry Watſon, being the Amount of the Freight due to him for the Opium laden on the Nonſuch;—alſo for the further Sum of 3,805 Dollars, payable to Lieutenant Colonel Henry Watſon, or Order, being the Amount of what they had agreed to allow the Captain and Officers of the Nonſuch in Lieu of Privilege; that they had agreed that all the Port and Factory Charge incurred on Account of the Nonſuch, while in the Company's Service, ſhould be at their Expence. That they had likewiſe agreed with the Owner Lieutenant Colonel Watſon, to allow him at the Rate of 110 Spaniſh Dollars per Day for Demorage, provided any Part of the Company's Opium remained on Board after the Expiration of Forty Days, to be eſtimated from the Time of her entering Canton River, or coming to an Anchor off the Port of Macao: They encloſed a Copy of Colonel Watſon's Orders to the Commander of the Nonſuch; alſo a Copy of their Orders to Captain Cudbert Thornhill, whom they had charged with the Diſpoſal of a Quantity of Opium laden on the Betſy, of which we ſhall take Notice hereafter; and drawn in his favour for Sicca Rupees 73,000, being the Amount of Freight due to him as Owner of the Betſey.

38. "Lieutenant Colonel Watſon's Orders to the Commander of the Nonſuch, directed him on no Account to attempt the Straits either of Malacca or Sunda, but to ſhape his Courſe to the

Weſtward of the Iſland of Java, paſſing to the Southward thereof; not to ſpeak any Veſſel great or ſmall, and ſhew no Colours but from Neceſſity during the Paſſage from Bengal to the S. E. End of Java; from thence, and during the Paſſage through the Eaſtern and China Seas, to ſpeak all Veſſels, except ſuch as appear formidable, that he might get Intelligence of any Cruizers that might be ſtationed in the Narrow Seas; to ſhew French Colours from Java to the Phillipine Iſlands; and from thence to China, a Spaniſh Enſign and Pendant; that he was on no Account to part with the Sloop which accompanied, except on being chaced by a Ship of equal Force, which he was at all Times to avoid; to be conſtantly on his guard againſt any Surprize while at Anchor in any Port or Harbour; and to enter the River of Canton as an armed Ship, and give Notice to us of his Arrival, and not proceed further without our Orders.

39. " Notwithſtanding the above Direction, we are informed that the Nonſuch was above a Month in the Straits of Malacca, at Acheen Quidah, &c. where ſhe diſpoſed of a conſiderable Quantity of Opium on private Account, and did not depart from thence before they received Intelligence from a Portugueſe that four Dutch Ships were cruizing for them. They were afterwards at Fort Marlborough; and the Patna Sloop, which was on no Account to part from the Nonſuch, was diſpatched to Bengal with Produce of the Opium ſold in the Straits.

40. " The Nonſuch is a new Frigate-built Ship, ſheathed with Copper, carries Thirty-two Guns, and has on Board a Detachment of Sepoys. According to Agreement, ſhe was to receive not leſs than 2,000 Cheſts of Opium for the Company, but from the Quantity of private Property laden on her, was not able to receive more than 1,601. Beſides the Opium before-mentioned, there was alſo a Quantity of Lead, Elephants Teeth, and ſome Gold.

41. " The Agreement with Captain Thornhill ſpecified that he ſhould proceed to Rhio, in the Straits of Malacca, where he was to endeavour to diſpoſe of the 1,466 Cheſts of Opium, laden on the Betſey, to the beſt Advantage, in Exchange for which, he was to receive Spaniſh Dollars, Tin, Pepper, or other Commodities ſuited to the China Market; that he was to be joined in the Month of June by the Company's armed Ship Yarmouth, then on a Voyage to the Coaſt of Coromandel with Stores, which would aſſiſt him in tranſporting to China ſuch Goods as he ſhould receive in Exchange for the Opium, and alſo protect him againſt the Enemy.

42. " Had this Voyage been accompliſhed, we have great Reaſon to imagine that the Honourable Company would have reaped conſiderable Advantage from it; it is, therefore, with great Sorrow we inform your Honors, that the Betſey was captured in the Month of March laſt, by a ſmall Privateer called the St. Therero, in Company with One of the Dutch Company's Ships;—but not before as much of the Opium had been ſold as produced the Sum of Dollars 59,600, which was paid into the Honourable Company's Treaſury according to Agreement.

43. " As the Freight of this Ship, as well as the Nonſuch, was paid before-hand, contrary to the uſual Cuſtom, we were under the Neceſſity (though with Regret) of accepting the Bills drawn on us to that Amount.

44. " The Object of the Honourable the Governor and Supreme Council of Bengal was, to raiſe a Sum of Money to anſwer the Exigencies of the Honourable Company's Affairs in that Part of India, and at the ſame time afford us a Supply for providing the Inveſtment of the preſent Year; which Money was to be raiſed by Subſcription, and upon the Receipt thereof the Subſcribers were entitled to Certificates, which they were to exchange here for our Bills on the Honourable Court of Directors; that if the Amount of the Cargoes when ſold ſhould not come up to the Sum ſubſcribed, a proportionate Deduction was to be made by us from every Sum ſubſcribed, and the Difference repaid to the Subſcribers at Bengal, with an Intereſt of Eight per Cent. per Annum; and if the Sale or ſafe Arrival of the Opium ſhould, by any Accident be prevented, the Money to be repaid to the Subſcribers at the Treaſury in Fort William, with the Intereſt above mentioned.

45. " The Importation of Opium being ſtrongly prohibited by the Chineſe Government, and a Buſineſs altogether new to us, it was neceſſary to take our Meaſures with the utmoſt Caution: As this Article is frequently diſpoſed of at Macao, where it can be landed without Interruption, we at firſt determined to keep the Ship a few Days at that Place, till ſomething could be agreed on relative to the Diſpoſal of the Cargo, but on conſulting with Sinqua, One of the newly appointed Hong Merchants, and a conſiderable Dealer in Opium, he was of Opinion her remaining there might cauſe Enquiries to be made which would be attended with Inconveniencies, at the ſame Time aſſured us he would uſe every Endeavour to ſerve the Company upon this Occaſion; we had alſo acquainted Poan Khequa with the Affair, who gave it as his Opinion that the Ship ſhould go to Whampoa to prevent Suſpicion; we therefore ordered Captain Richardſon to proceed thither; and likewiſe ſent for our Chop to return to Canton; in the mean Time we had ſeveral Conferences with Sinqua, whom we wiſhed to treat with for the Sale of the Cargo; he would not however come to any Concluſion till we had ſeen Poan Khequa, whom he was very deſirous ſhould take ſome Part of it in Conjunction with him, and whoſe Power and Influence he thought would protect him in caſe of any Trouble from the Mandareens, which is ſometimes attended with very ſerious Conſequences; we, therefore, having received our Chop returned to Canton, where we arrived on the 18th of Auguſt. We took the firſt Opportunity after our Arrival to ſee Poan Khequa, to whom we repreſented the great Service he would render the Honourable Company if he could ſuggeſt any Plan to aſſiſt us in the Diſpoſal of the Nonſuch's Cargo;—he ſaid his Exertions ſhould be uſed, that he would conſult with Sinqua on his Arrival from Macao, and endeavour at ſome

Expedient to ſerve us, but declared he would not take any Concern in it himſelf. On Sinqua's Arrival they had ſeveral Meetings, but without coming to any Determination. We wiſhed very much that Sinqua ſhould purchaſe it, and Poan Khequa become Security for the Payment; this however could not be accompliſhed, as Poan Khequa was unwilling to have his Name made uſe of in the Affair in any Shape whatever, in which he certainly was not to blame, as it might, if known, afford his numerous Enemies an Opportunity to give him infinite Trouble.

46. “ After many deſultory Conferences, the following Propoſals were made us by Sinqua; he offered 200 Head Dollars per Cheſt, to pay 100,000 on or before the Chineſe new Year, (Second of February) and to diſcharge the Whole in Twelve Months from the Time the Agreement ſhould be concluded. We told him, that on ſuch Terms the Company would be conſiderable Loſers, and preſſed him to offer ſomething more. He then propoſed 210 Dollars, declaring that was the higheſt Price he could venture to afford. Should his Terms be accepted, he propoſed purchaſing a Ship at Macao, on which he would lade 1400 Cheſts for the Malay Coaſt, and ſell the reſt at Whampoa.

47. “ His Reaſon for exporting it is, the immenſe Quantities brought by the Macao Ships, which has ſo well ſupplied the preſent Demand, as not to afford him an Opportunity of diſpoſing of any conſiderable Part of it to Advantage. Though theſe Terms are not very advantageous, they were only Once offered during the Space of more than Three Months that the Ship had been here. Sinqua, though a new Man to us, is a Hong Merchant, has great Credit, and has tranſacted Buſineſs of this Kind with Individuals to a great Amount, and has always diſcharged his Obligations with Honour and Punctuality; we therefore determined to accept his Terms, ſeeing no other Alternative but to return the Cargo to Bengal, by which the Honble. Company would have incurred the Riſk of the Seas and Enemies, the Payment of a high Freight, and Eight per Cent. per Annum on Ten Lack of Rupees.

48. “ The Loſs to the Honble. Company, including Port Charges, Demorage, Factory Charges allowed the Captain, will amount to about 69,973 Dollars. For the Particulars we beg Leave to refer your Honors to the encloſed Account Current and Account Sales.

49. “ Had the Supreme Council, which it was in their Power to do, prevented the Exportation of Opium on the Macao Ships; or had the Commander, agreeably to his Orders, proceeded to China without Deviation, by which he would have arrived above a Month before them, we have not the leaſt Doubt but it might have been ſold to a conſiderable Advantage. But on a Review of theſe Circumſtances, with the extravagant and unuſual Terms of the Freight, Demorage, Factory Charges, &c. we cannot help being of Opinion, that private Conſiderations have been ſuffered to interfere too much for any Benefit that may have been intended to the Honble. Company.

50. “ We hope for the Honble. Court's Approbation of our Conduct in this Affair; the Novelty and Nature of the Conſignment has been the Source of much Trouble and Anxiety; and though we wiſh to have had in our Power to do better, we may truly ſay we have exceeded our Expectations.

51. “ As the Cargo is to be delivered at Macao, we diſpatched Mr. Bruce to that Place, to give the neceſſary Directions, and return the Bill of Lading.

52. “ By the Terms of the Agreements with Sinqua, the Nonſuch's Cargo was to be delivered by the End of November; but, on Account of the Private Trade, the Grand Chop could not be procured before the 12th December.

53. “ As this Ship has no returning Cargo, and the Security Merchant would be thereby ſubject to the Exactions of the Hoppo for Deficiency of Duties, we applied to Poan Khequa, Chewqua, Manqua, and Shy Kinqua, to become jointly Securities, whom we underſtand the Hoppo has compelled to promiſe the Sum of 20,000 Tales on that Account, and the Pretence of her being a Ship of War, of which, on Account of the Sepoys on Board, he cannot, or will not be perſuaded to the contrary.”]

§ (54. “ On the 13th Auguſt, being then at Macao, we received a Packet from the Honourable
“ Court by a Swediſh Ship, in which we are informed it is your Honor's Intention to diſpatch Thir-
“ teen Ships to this Place from Europe, together with One from Bombay, this is the only Intelli-
“ gence we have received from England this Year. As the Arrival of our own Ships in theſe Times
“ is very precarious, and our Want of early Advices of the Honourable Court's Intentions liable
“ to be productive of great Inconveniencies, the Security of this Conveyance makes us wiſh
“ your Honors would make uſe of it to tranſmit further Information of your Commands.

55. “ On the 4th of September we received a Letter from the Preſidency of Madras by a Daniſh
“ Ship, by which we learnt, that the Ships Duke of Portland, Royal Charlotte, Ponſborne, and
“ Contractor, were ſafe off the Nicobars the 11th of March laſt.

56. “ They informed us, that their Diſtreſs for Money had rather increaſed than diminiſhed, and
“ that they could not flatter us with any Hopes of a Supply from thence: That the China Ships of
“ laſt Year arrived too late to proceed on their intended Voyage, they had therefore employed them
“ in bringing Rice from Bengal; that the Valentine had been diſpatched for Europe, and the Eſſex
“ and Southampton were under the Neceſſity of going to Bombay for Repair; that the Fortitude
“ was a miſſing Ship, (we have ſince heard ſhe was taken by a French Frigate), that the Queen
“ was intended to be diſpatched for Bencoolen with Stores, from whence ſhe was to proceed to
“ China by one of the Eaſtern Paſſages; that the Earl of Hertford was upon Service to the

Northward, and would be diſpatched to us, if practicable; that they ordered the Letter Packets and Broad Cloth to be landed, and that they would forward them to us by the firſt Opportunity; and that they diſpoſed of the periſhable Stores intended for the Uſe of the Factory, at publick Sale.

57. “ By the Fox Packet your Honor's were pleaſed to inform us, that you had ordered Four of the Ships deſtined for the Preſidencies to be diſpatched from India to this Place, if no Inveſtment ſhould be ready for them, in Addition to thoſe intended for China; we had no Reaſon to doubt the Arrival of the Ships of laſt Seaſon; and from the early Preparations which we underſtood were making for the Diſpatch of the Ships of this Seaſon, were not without Hopes that a Part, at leaſt, of thoſe might arrive alſo; we had accordingly made Proviſion for nearly Fourteen Ships; it was not therefore with leſs Surprize than Concern, that we learned by the above Letter, how much we were likely to be diſappointed; of the Four Ships we had expected no mention is made; the Fleet of this Seaſon we underſtand did not ſail till the Sixth February, ſo that we can have no Hopes of them; and of the Ten Ships of laſt Year, we ſaw little Probability of more than Four arriving. In this Situation, we took into Conſideration the Embarraſments we laid under from our Engagements, and the Inconveniencies we ſhould bring upon the Honourable Company, by drawing upon them to ſo great an Amount, without being able to ſend Home Cargoes in any Degree anſwerable to ſuch Drafts. We had packed, received, and contracted for Peculs 68288,07, amounting to Tales 561076,979; we therefore reſolved, if poſſible, to prevail on the Merchants to relinquiſh a Part of their Bohea Contracts, which would be a conſiderable Relief to us. On making this Propoſal, Chowqua Munqua and Shy Kinqua readily agreed to relinquiſh One Half; Poan Kequa ſaid, that as he had provided the whole Quantity, it would be extremely inconvenient, but at our Requeſt would conſent to relinquiſh a Part, deſiring nevertheleſs it might be only One Third. We mentioned our Doubts to him of being able to pay for 6000 Peculs; to which he replied, we might pay for 1500 when it ſuited us, which we agreed to. Our Contracts are by this Means reduced from 19,000 to 11500 Peculs; but in caſe of the Arrival of Thirteen Ships, we have engaged to take the Whole at the Contract Price.

58. “ Though this is conſiderable Relief, ſtill enough remains to give us great Uneaſineſs, as well on Account of the Neceſſity we ſhall be under of drawing Bills to the Amount to diſcharge our Obligations, as from our Apprehenſions of the Detriment to which ſuch Goods are liable from being long kept, and the Riſque of Fire and other Accidents. We hope nevertheleſs, your Honors will be of Opinion, that in making the above Proviſion we did not exceed what we might have Reaſon to think neceſſary. We had informed the ſeveral Preſidencies in India of our Proceedings, and did not doubt but they would take the firſt Opportunity of diſpatching to us the ſeveral China Ships under their Orders, ſome of which we had intended to diſpatch as early as November, if poſſible, in which Caſe it was abſolutely neceſſary to have the Cargoes ready; we had moreover the Experience of former Years to convince us, that if ſo many as Twenty Ships had arrived, all the Tea of any One Seaſon (eſpecially conſidering the great Encreaſe of foreign Competitors) would not have ſufficed to load them.

59. “ As we ſhall have near Ten Cargoes remaining after the Diſpatch of the Ships now here, we have judged it prudent to defer entering into any further Engagement, till we can be better aſſured what Number of Ships may be expected, and likewiſe what Aſſortment may have been ordered by the Liſt of Inveſtment, the Want of which had ſo embarraſſed us laſt Year.

60. “ On the 1ſt of October, we had the Satisfaction to hear of the Arrival of the Ships Locko, Aſia, Oſterley, and Eſſex, off Macao, from Bombay, together with the Shaw, Byram Gore, Country Ship; they were attacked in the Straits of Malacca by the Pourvoyeur, a French Frigate of Forty-four Guns, which they beat off, after an Engagement of Two Hours and a Half, in which the Oſterly loſt Two Men: They ſailed from Bombay the 8th Auguſt. We had been in ſome Alarm concerning theſe Ships, having been informed that a Portugueſe Veſſel, which ſailed from Bombay a few Days before them, had met with the Pourvoyeur, and given Information of the intended Time of their Departure, which determined her to wait for them, contrary to her original Deſtination.

61. “ The Governor and Council of Bombay inform us, that the Aſia, Latham, Locko, and Oſterley, deſtined for Coaſt and China, arrived there the 5th of March laſt; the Eſſex had alſo been ſent round from Madras; that the Intelligence from thence rendering it dangerous for them to proceed thither, they had diſpatched the Locko, Aſia, Oſterley, and Eſſex, for China, the Latham not being in a Condition to proceed: That for the ſame Reaſon given laſt Year, they had purſued the ſame Method of ſecuring Money for the Stocks of thoſe Ships, and on the ſame Conditions; that they tranſmitted a Manifeſt of the Treaſure on Board each Ship, which they requeſted might be delivered to the Agents of the Proprietors, who were inſtructed to pay the Produce into our Treaſury, according to the Obligation they had ſubſcribed, amounting to Rupees 639480 2,63.

62. “ That not being able to furniſh Cargoes for theſe Ships, they had taken ſome Cotton on Freight, the Produce of which was at the Diſpoſal of the Proprietors, and went at their Riſque.

63. “ The laſt mentioned Circumſtance we muſt acknowledge was ſome Diſappointment to us, for though we did not expect any Conſignment on the Honourable Company's Account, not having received a full Cargo from thence ſince the Year 1777; we had flattered ourſelves with Hopes that the Produce of what they might bring on private Account would at leaſt have been ſecured for the Honourable Company's Treaſury.

64. “ We alſo received by theſe Ships the ſeveral Packets from England, (except the Eſſex's, which we underſtand was thrown overboard at St. Jago); it was not without ſome Surprize that we perceived the Honourable Court's Inſtructions to us had been opened: As it frequently happens that there are Circumſtances mentioned in theſe Inſtructions relative to the Exchange, and other Matters which your Honors do not wiſh to be generally known before their Arrival here, we have thought proper to mention this Circumſtance, that ſuch Inadvertency may be prevented hereafter.

65. “ The Lead by the above Ships was diſpoſed of to the ſeveral Security Merchants at 4 T^{s}: 5 M. per Pecul, which was the higheſt Price we could obtain; the Lead by the Eſſex was landed at Bombay.

66. “ On the 2d November, the Seaſon being pretty far advanced, and no Probability of our having any further Advices from England, we took in Conſideration the ſettling an Exchange, which we had deferred as long as the Nature of the Buſineſs would admit.

67. “ In reviewing the Sources from whence we might, with greateſt Reaſon, expect the moſt effectual Supplies, we could not, without Concern, perceive how little it is in the Power of the Honourable Company's Settlements to render us any Aſſiſtance. From Fort St. George we can have no Hopes of the ſmalleſt Aid, either now, or for a long Time to come; and we cannot conceive that any other Reaſon than their great Diſtreſs for Money, could have induced the Supreme Council to take ſo unuſual and inconvenient a Method of ſupplying us with Funds, as that of conſigning to us a Cargo of Opium. At Bombay, where a Ship is ſent annually for the ſole Purpoſe of bringing a Cargo here, the Diſtreſs is ſo great that it was thought an Object by that Government to receive Freight for the Cotton laden on the Four Ships, the Produce of which was to be at the Diſpoſal of the Proprietors, when, by loading them on the ſame Terms with the Gold, that is, Freight free and at the Company's Riſk, they might have ſecured the Whole to our Treaſury; we muſt, therefore, depend ſolely on the Commerce from India carried on by Individuals, and the private Property ſent here; it is then our Policy to hold out ſuch Terms as may induce them to venture their Property to this Place in Hopes of a good Remittance.

68. “ The great Riſque and heavy Charges attending the Country Trade in theſe Times, which were our Inducement for raiſing the Exchange laſt Year, are conſiderably encreaſed; One Ship, and the moſt valuable, (the Cartier), was captured in returning to Bombay from thence; the Betſey, from Bengal, was taken in the Straits of Malacca, and only One Ship has yet imported here; the greateſt Encouragement in our Power is therefore neceſſary to induce them to perſevere under ſuch Diſadvantages; as we can, with great Truth, affirm that the Decline of Trade, and Want of Specie here, will very ſoon, if no favourable Change happens, have very ſerious Conſequences on the few remaining Merchants of this Port.

69. “ From the beſt Accounts we can procure there is but a very ſmall Sum in the Place, for which we have the Danes and Swedes our Competitors; for though there are Six Ships loading at Macao for Liſbon, Two of which only have Money, they find ſufficient Credit with the Merchants to anſwer their Purpoſes. The Danes expect Five Ships, though Four only are yet arrived; and though they have had a conſiderable Sum ſent out from Europe, and have likewiſe received Fifty Cheſts of Treaſure intended for their Settlement at Tranquebar, the providing an Inveſtment for Five Ships, and diſcharging their Debt of laſt Year, makes them very deſirous of all the Money they can procure; the Swedes likewiſe have imported much leſs than they want for the purchaſing Three Ships Cargoes, and diſcharging their Debts contracted laſt Year.

70. “ We have alſo a large Debt, which it is certainly adviſeable to diſcharge, if poſſible, though from the long Credit granted on the Opium we have no Reaſon to believe it will be in our Power; this, however, we do not conceive to be of ſuch Importance as the ſecuring Supplies for the enſuing Seaſon, which we have Reaſon to imagine will entirely depend on our Determination.

71. “ As it did not therefore appear to us that the Intereſt of the Honourable Company would be any-ways promoted by a Reduction of the Exchange, we reſolved to continue it at 5 s. 6 d. Sterling per Dollar.

72. “ It may be objected, that notwithſtanding the very favourable Terms we gave laſt Year, very conſiderable Sums have been ſent here, with poſitive Orders to remit the ſame by foreign Channels in Preference to ours; with reſpect to that from Bengal it is to be obſerved, that the Terms of laſt Year were ſcarcely known when the Nonſuch left that Place; but by what we can learn from the moſt intelligent Perſons from thence, we have Reaſon to expect very great Sums by the firſt Opportunity, and that ſuch as were informed of it expreſſed great Satiſfaction at the Exchange. The Terms on which the Cotton from Bombay was freighted may ſeem to

“ indicate an Intention of ſecuring a Foreign Remittance; ſome Allowance however ought to be
“ made on the Conſideration that a great Part of that Amount is to be applied to the Purchaſe of
“ Two Ships Cargoes to return to Bombay, which muſt neceſſarily remain at the Diſpoſal of the
“ Proprietors; and as the Value of ſuch Cargoes could not be aſcertained there, it is not unreaſonable
“ that they ſhould wiſh to retain ſuch a Sum unengaged, as would effectually anſwer
“ their Purpoſe; the Remainder indeed we have too much Reaſon to believe is intended to fulfil
“ certain Engagements entered into laſt Seaſon with the Danes, a Precaution to receive a good
“ Remittance adopted by ſome Perſons, who, judging from the uſual Uncertainty of our Exchange,
“ and knowing that the Terms given laſt Year were in conſequence of Application
“ from the principal Money Holders, and on Condition that we had all the Money in the Place,
“ might look upon it as an Expedient to anſwer the Purpoſe of the Moment, and not think it a
“ Rule to guide them another Seaſon. A Repetition of ſuch favourable Terms, co-operating
“ with the Conviction how much the Exchange of the Foreign Companies is regulated by ours,
“ may we hope inſpire a greater Confidence in future.

73. “ We hope theſe Reaſons will prove ſatisfactory to your Honours for our continuing the
“ Exchange at 5 s. 6 d.; how much ſuch Encouragement is neceſſary, we leave the Honble.
“ Court to judge, when they ſee their own Ships employed in bringing Supplies for their Foreign
“ Competitors.—After this we ſhall think we have given a fair Trial; ſhould we perceive theſe
“ Terms are no Inducement, and that the Danes and Swedes are ſupplied in Preference to us,
“ we ſhall not think ourſelves juſtifiable in giving any other than a very low Exchange
“ hereafter.

74. “ In ſettling this Buſineſs we wiſhed to have had it in our Power to make ſome Diſtinction in
“ the Rate of Exchange for the Produce of the Gold from Bombay, and Opium from Bengal,
“ which came at the Riſque of the Company, and Freight free, and ſuch as was brought at
“ an Expence to the Proprietors of a high Freight and Inſurance; but as they were by Agreement
“ to be at the Exchange of the Seaſon, we did not think we had a Right to make any Alteration;
“ we have nevertheleſs thought proper, in our Letter to the Governor and Council of Bombay,
“ to requeſt that ſuch a Latitude might be ſtipulated if they ſhould make any ſuch Agreements
“ another Year.

75. “ On making known our Exchange, the following Terms were declared:

	s.	d.	
By the Danes	5	6	at Eight Months.
	5	7	Twelve Months.
By the Swedes	5	6	Eight Months.

76. “ The Advantage of theſe Terms over ours is ſo much leſs than what is uſually expected
“ to ſecure them the Preference, that we believe they have been very unſucceſsful, as from the
“ beſt Accounts that can be procured, we do not find that a ſingle Dollar (except what was pre-engaged
“ as above mentioned) has been paid into their Treaſury, the Reſt, being about Dollars
“ 570,000, has been paid into the Honble. Company's; nor do we hear that any Engagements
“ have been entered into with the Foreigners for the enſuing Seaſon; and in general have the Pleaſure
“ to obſerve ſuch Satisfaction, expreſſed at our Remittance, as ſeems to promiſe the full Attainment
“ of the Object we had in View in our Reſolution on that Subject.

77. “ As the Advance of the Seaſon called our Attention to the loading the Ships, we took
“ into Conſideration the moſt effectual Means of turning our ſmall Fleet to the greateſt Advantage
“ of the Honble. Company, and by the Value of their Cargoes compenſate in ſome Meaſure
“ for the Deficiency of the Number; no Method appeared to us ſo likely to anſwer that Purpoſe
“ as procuring, if poſſible, an additional Quantity of Raw Silk on Credit if our Funds ſhould
“ prove inſufficient to pay for it immediately. With this View we applied to Poan Khequa,
“ who, conformably to Agreement, was to ſupply us with what Quantity we might want above
“ the Contract; indeed it was not underſtood that he was to ſupply us on Credit, but as he has
“ had for many Years the excluſive Benefit of this Contract, and been upon all Occaſions much
“ favoured by the Company, we thought theſe Conſiderations ſhould induce him to take this
“ Opportunity of expreſſing his Senſe of the many Advantages their Confidence had procured
“ him: He did not immediately comply with our Requeſt; we were informed on the contrary,
“ that ſo far from giving us an additional Quantity, he was doubtful whether it would be in his
“ Power to ſhip off the Quantity already agreed for, as the Hoppo had again renewed the old Regulation,
“ that no more than 100 Pecul ſhould be exported on a Ship: This we knew to be in
“ ſome Meaſure true, and is one Conſequence of our unfortunate Diſappointment in the Arrival
“ of our Ships this and the preceding Seaſon, which has occaſioned ſuch a Deficiency of
“ the Duties as alarmed the Hoppo with the moſt dreadful Apprehenſions of the Reſentment
“ of the Court, who, he is afraid, will attribute it to his Miſmanagement; for which Reaſon he
“ takes every Opportunity to harraſs and oppreſs the Merchants, and extort Money under
“ various Pretences, that he may be enabled to collect ſuch a Sum as ſhall equal the legal Duties
“ remitted by his Predeceſſors, which is the more grievous, as many of the Merchants are, from
“ the ſame Cauſe, debarred the Opportunity of procuring Money to ſupply his rapacious Demands.
We have already mentioned that he has demanded 20,000 Tales for the Nonſuch,

“ (though he was content laſt Year with a Fourth Part of that Sum for ſuch Ships as departed
“ without Cargoes); and we underſtand he has informed the Merchants, that if there ſhould
“ after all be any Deficiency they muſt make it up: In ſhort, his ſevere and perlexing Regulations,
“ his Extortion and Oppreſſion, are ſuch as were never before experienced; as Poan
“ Khequa was not diſpoſed to comply with the full Extent of his Demands for Leave to export
“ more than 100 Peculs ⅌ Ship, which was his Aim in making that Regulation, we waited
“ ſeveral Weeks without receiving any Anſwer, till the Ships being nearly loaded, and ready for
“ the Silk, he was told we could wait no longer; that either he muſt deliver us the Silk immediately,
“ or we muſt proceed to load the Ships with Tea, as the Time of the Year would admit
“ no further Delay; upon this Intimation he exerted himſelf, and in a few Days informed us
“ that, over and above the Contract, he would let us have 300 Pecul of the Three Moſt Sort
“ on the Terms we deſired, which were to make an Addition of 5 Tale ⅌ Pecul for ſuch Quantity
“ as we could not pay for, an Agreement in our Opinion by no Means unfavourable, as the
“ Difference is not quite Two ⅌ Cent.; he informed us, that his Compromiſe with the Hoppo
“ coſt him 5,000 Tales, and that he had alſo given Security for the Duties of the Nonſuch, and
“ the Payment of the 20,000 Tales, without which the Grand Chop for that Ship could not have
“ been procured; this we believe to be very true, having had frequent Occaſion to experience
“ the Inability of the other Merchants to lend us the leaſt Aſſiſtance in ſuch Caſes.

78. “ The Nature of the Green Teas render them leſs proper for keeping than any other; we
“ have thought proper to divide them equally on the Four Ships, reſerving only One Fifth of
“ the Singloes for the Queen, if ſhe ſhould be ſo fortunate as to arrive; we have alſo ſent 682
“ Cheſts of ſuperior Congo, and 1112 Cheſts of Souchon; preferring Bohea Tea on Account of
“ the great Demand for that Article to the low prized Congoes.

79. “ The Amount of the Four Ships Cargoes will then be nearly as follows:

		Peculs.	Ta^{s}.			Ta^{s}.
“ Raw Silk	—	1205	327402,500	China Ware	—	9498,326
“ Bohea	—	11487,76	150488,020	Nankeen Cloth	—	8800
“ Souchon	—	619,55	12696,600			
“ Congo	—	443,57	9891,950			
“ Hyſon	—	1592,10	69954,780			
“ Twankay Singlo	—	6832,04	156517,920			
				Tales	—	745250,096

80. “ We ſhall have remaining of Old Teas, as follows:

					Ta^{s}.
“ Bohea	8592,83	Peculs at	14	—	120299,620
	10247,34	—	12	—	122968,080
	3949,24	—	11	—	43441,640
	22789,41				286709,340
“ Singlo	900	Peculs, at	22	—	19800
“ Congo	2666,12	D° —	15,5	—	41324,860
	465		16	—	7440
	812,79		16,5	—	13411,035
	3943,91				62175,895

“ Alſo the Whole of the Bohea contracted for, amounting to 11500 Peculs, or Tales 147000.
“ All the Teas have been carefully examined before they were ſhipped, and appear freſh and
“ good; the Green Teas eſpecially have been particularly attended to, and tried in the Water in
“ the ſame Manner as when purchaſed.

81. “ As we have no Indent from St. Helena, we have ordered the ſame Quantity and Aſſortment
“ of Stores as was ſent laſt Year, which are divided on Five Ships; the Fifth Part being
“ reſerved for the Queen.

82. “ The Indent for Woollens which we have the Honour to tranſmit is, at the Requeſt of
“ the Merchants, the ſame as what has been ſent Home the Two preceding Years, although,
“ with Reſpect to Quantity, it has not yet been complied with, and it is ſubmitted to the Honble.
“ Court to make ſuch Alterations as they may judge convenient; we cannot, however, omit
“ this Opportunity of mentioning to your Honours, the great Relief ſo large a Quantity of
“ Woollens would afford us in Times like the preſent, when our Funds are generally deficient, and
“ Supplies ſo precarious, and not likely for ſome Time to be anywiſe adequate to our Neceſſities;
“ for though we have Reaſon to expect the beſt Conſequences from our Endeavours to promote
“ that End as far as relates to the Exchange, we are confident that the Effect of every other
“ Means that can be uſed, will not exceed what is barely requiſite to ſecure us againſt
“ Diſappointment.

83. " We muſt likewiſe beg Leave to mention to your Honours the Neceſſity of a conſtant
" and uninterrupted Importation of that Article to keep up the Demand; what was brought
" laſt Year by the Lord North was very trifling, and, from the fatal Neceſſity of the Government
" of Madras to detain the Earl of Hertford, we have none this; the Merchants are not without
" Reaſon apprehenſive that ſome other Manufacture may be ſubſtituted in Place of the Woollens,
" and that they may find a Difficulty hereafter in recovering thoſe Channels through which they
" formerly diſpoſed of it, ſhould the Importation be longer ſuſpended, which may very poſſibly
" happen; for although the Woollens of Three Seaſons may probably be on their Way here,
" your Honours cannot but perceive how little the Arrival of Ships from India can be depended
" on in thoſe Times; ſeeing, therefore, that an Object of ſuch Conſequence is concerned, we can-
" not but wiſh it were ſuitable to the Convenience of the Honble. Court, to diſpatch to us at leaſt
" One Ship by ſuch a Route and Deſtination as may inſure her Arrival in the Courſe of the
" Seaſon.

84. " The Merchants requeſt that Attention be paid to the Fineneſs of the Cloth, as that
" brought here by the Lord North was very inferior in that Reſpect to the Woollens of former
" Years.

85. " We have drawn upon your Honours Bills of Exchange to the Amount of

" Tales — — —	411795,603
" And have granted Certificates for — —	286,560
	412082,163

86. " The Governor General and Council of Bengal acquainted us, that it was their Inten-
" tion to tranſmit to us Liſts of the Certificates granted on each Ship, diſtinguiſhing thoſe granted
" on the Nonſuch from thoſe on the Betſey; only One Liſt however was ſent us, but neither in
" that nor in the Certificates was any Diſtinction: to wait till we could have further Advices from
" Bengal, would not only have been a great Hardſhip and Inconvenience to thoſe whoſe Certi-
" ficates were arrived, but a Loſs to the Company of Eight ℘ Cent. ℘ Annum, on the whole
" Subſcription. We therefore thought it adviſeable, as the Subſcription for the Nonſuch was not
" opened till ſome Months after the Betſey's, to admit thoſe of a later Date, and rejected the
" earlier ones; for theſe we granted Bills to the Amount of Dollars 222,941,$\frac{37}{66}$. How many
" Certificates remain to be preſented we are yet ignorant, as well as the Amount of the Sub-
" ſcription, ſo that we have not had it in our Power to make any proportionable Deduction
" agreeable to the Terms of the Advertiſement, if it ſhould exceed the Produce of the Cargo.
" We tranſmitted a Liſt of the Certificates accepted to the Honble. the Governor General and
" Council, that they may be enabled to clear up any Miſtakes our Want of Information have
" occaſioned.

87. " We have alſo received the Sum of Dollars 27785,2941, for which we have granted
" Obligations, bearing an Intereſt of Eight ℘ Cent. ℘ Annum, being the Amount of ſeveral
" ſmall Sums which came on Reſpondentia Terms in Portugueſe Ships, concerning the Diſpoſal
" of which the Agents of the ſeveral Proprietors have yet received no Directions.

88. " Your Honours will ſee, by the Liſt of Ships incloſed, the prodigious Increaſe of Fo-
" reigners this Seaſon, beſides which, One Dane is expected, and Two Imperial Ships, which
" have been ſeen in the China Seas, but it is ſuppoſed have returned to Malacca. Mr. John Reid, who
" is Chief of this Concern, has eſtabliſhed a Reſidence, ſeemingly upon a more permanent Footing
" than the laſt, and taken the late French Company's Factory for a Term of Years; the Tuſcan
" Ship mentioned in the Liſt is entirely unconnected with them, and is preſumed to be a French
" Concern; the Ship is a French Frigate, and the real Captain and all the Officers of that
" Nation, though they have a nominal Captain who is an Italian. The Country Trade of Macao
" is encreaſed, in conſequence of the War, beyond all Example of former Times, there being not
" leſs than Twenty-five Veſſels, of various Kinds, belonging to that Port.

89. " No Manilha Ships have ventured there theſe Two Years paſt, having obtained Leave from
" the Chineſe to uſe the Port of Amoy. The Dutch have had no Ships ſince the Commencement
" of the War with Holland; nor had any arrived at Batavia, during that Period, when the laſt
" Accounts came away, from whence we learn that they were in the greateſt Diſtreſs for Men;
" they had fitted out Five or Six of their Ships with Fifty Guns, the Crews of which were com-
" pounded chiefly of Chineſe and Malays, and about Forty or Fifty Europeans each, and were
" the Whole of their Force.

90. " Notwithſtanding the Foreigners enjoy the Advantage of not having us their Compe-
" titors, Teas keep their Price; they are nearly as follows:

" Danes.			Swedes.		Portugueſe.
	Tas.		Tas.		Tas.
" Bohea	15 : 5 : 0	—	14 : 5 : 0	Bohea	14 : 0
" Congo	25 : 23 : 22	—	26 : 24 : 23	Twankay	25 : 0
" Souchon	45 : 0 : 0	—	36 : 38 : 44	Singlo	23 : 0
" Hyſon	50 : 52 : 44	—	50 : 0 : 0	Congo	23 : 0
" Singlo	25 : 23 : 0	—	0 : 0 : 0	Souchon	40 : 0
				Hyſon	52 : 0

91. “ The Quantity of Congo in the Place is very ſmall, (not above 30,000 Cheſts), which for ſome Years paſt has been 80,000; this is owing to the Diſappointments of the Country Merchants laſt Year from the ſmall Number of Ships, by which ſome of them have been very great Sufferers. Of Hyſon there is a great Quantity, though many of old well known Chops have not been made in conſequence of the Intimation we gave, that none would be wanted by us;—indeed, what remained of laſt Year has conſiderably added to the Stock at Market.

92. “ On the 17th inſtant we received a Letter from the Agent for moſt of the Gold brought from Bombay on the Four Ships, as mentioned above, acquainting us, that from the preſent very low Prices of Gold, he was not able to diſpoſe of it, and pay in the Produce according to Agreement, without great Loſs to the Proprietors, requeſting therefore that we would receive it into the Treaſury, and grant Bills for the Amount at the preſent Market Price; that if it ſhould not be ſold before a certain Day to be agreed on, we might diſpoſe of it for what we could get, and his Agent ſhould make up the Deficiency, if the Produce ſhould not equal the Bills drawn.

93. “ The Payment of this Money has already been deferred beyond all reaſonable Time; but as we were convinced that his Complaint of the low Price of Gold, from whatever Cauſe, was not ill founded, and the Conditions of his Requeſt very reaſonable, we conſented to agree to it, ſeeing we had no other Alternative but giving up our Pretenſions to it altogether; we accordingly fixed the 20th January for the Day, after which it is to be at our Diſpoſal, if not ſold before, as the Chineſe new Year, beginning the 2d February, the Money will be wanted to pay the Merchants.

94. “ Being laſt Year deprived of our Surgeon Mr. Ja^{s} Dewar, we prevailed on Mr. John Morgan, Surgeon of the Lord North, to remain here in that Capacity, in Hopes the Honourable Court might be pleaſed to continue him in his Employment. Thoſe Expectations have been fruſtrated by the Appointment of Mr. John Duncan; but, on Account of that Gentleman's Non-arrival, he has conſented to remain another Year, though under the Certainty of being ſuperſeded. The Salary being very ſmall, and the Shortneſs of the Time not allowing him to profit by his Situation, we earneſtly recommend him for ſuch Recompence as your Honours may think he deſerves; as he cannot be influenced to remain here this Year by any other Motive than the Conſideration of the fatal Conſequences that may attend our being left without any medical Aſſiſtance.

95. “ The Ships Loco, Aſia, Oſterley, and Eſſex, are nearly loaded, and, we hope, may be ready to ſail by the 2d January at fartheſt: We wiſhed to have diſpatched them much earlier, at leaſt before any of the foreign Ships, but the neceſſary Repairs after ſo long a Voyage, and ſalting their Proviſions, which the hot Weather for ſome Time prevented, delayed them longer than we expected; to which may be added, our waiting for the Raw Silk: It is now all received, and we have the Satisfaction to think a very fine Parcel.

96. “ Mr. David Lance, who has for ſome Time laboured under a Complaint in his Lungs, having, by the Advice of the Surgeon, requeſted Permiſſion to return to England for the Benefit of his Health, we have conſented to his Requeſt. We had taken his Paſſage on Board a Daniſh Ship, and as we judged it would be agreeable to your Honours to receive a full Account of our Proceedings by a Conveyance which will probably arrive ſo much earlier than the Honourable Company's Ships. We have charged him with the Care of this Packet; and have only to wiſh that our Conduct may meet with your Honours Approbation, which we ſhall at all Times ſtudy to deſerve.

“ We have the Honor to be, with the greateſt Reſpect,
“ Honourable Sirs,
“ Your moſt faithful humble Servants,

“ Canton,
December the 28, 1782.

“ Ja^{s} Bradſhaw,
“ Geo' Rogers,
“ Abr^{m} Roebuck,
“ Henry Brown,
“ John Harriſon,
“ George Cuming,
“ Charles Edw^{d} Pigou,
“ Henry Lane,
“ David Lane,
“ Thomas Freeman,
“ Thomas Kuyck Van Mierof^{y}.)

“ P. S.

“ We did intend to have given a Diary in Charge to Mr. Lance; but conſidering that the above Letter conveys to your Honours a moſt ample Detail of your Affairs entruſted to us, and reflecting that ſhould any Accident happen to Mr. Lance, ſuch a Packet as a Book muſt unavoidably make, might not be ſafe, we thought proper to decline ſending one.

§

The Managers for the Commons ſtated, that they ſhould now have proceeded to call for the Accounts to prove the Loſs ſuſtained by the Company in conſequence of this Tranſaction, but that it would be clearer to prove the Loſs upon each of the different Contracts together at the End of the Evidence on this Article; they ſhould therefore next proceed to prove the Orders of the Court of Directors in the Year 1770, upon the Subject of the Bullock Contracts.

Read, from Book 173, already delivered in, the following Extract of a Letter from the Court of Directors to the Preſident and Council at Fort William in Bengal, dated 23d March 1779.

☞ [134. “ It is our expreſs Orders, and we hereby poſitively direct, that you do not fail every Year to advertiſe for, and receive ſuch Propoſals as may be offered, for ſupplying the Troops with Proviſions, and for furniſhing Draught and Carriage Bullocks, to be employed with our Army ; and that you do in all Caſes accept thoſe Propoſals which may appear the moſt reaſonable in point of Charge. And you are alſo to take Care, that in all your Advertiſements, a ſufficient Time be allowed before the Expiration of the Contract which may then ſubſiſt, or the Time which you may limit for receiving Propoſals, for ſuch Perſons who may become Candidates for the Contractorſhip to prepare their Propoſals for ſuch Contract.”] ☞

§ (135. “ And in order to prevent Abuſes in future, we direct, that the Commanding Officer of
“ our Troops at your Preſidency, do require from every ſubordinate Officer in the ſeveral Depart-
“ ments, every 14 Days or oftener, Report of the Number, Size, and Condition of the Draught
“ and Carriage Bullocks, furniſhed for and employed with the Army ; and that he do report the
“ ſame to the Preſident and Council monthly, or oftener as Occaſion may require. And if the
“ Bullocks ſhould at any Time be deficient, he ſhall fully explain to what Cauſe ſuch Deficiencies
“ may be juſtly attributed, whether to want of Size, Neglect of Feeding, Miſmanagement, or
“ other Abuſe, or to unavoidable Caſualties or other Circumſtances, ſuch as Length of Time in
“ Service, the Nature of ſuch Service, or otherwiſe ; and he is alſo to inform himſelf, and ſignify
“ to our Preſident and Council at the ſame Time, in all Caſes, according to the beſt of his
“ Judgement, how Defects of every Kind relative to Bullocks in the Service may be
“ remedied.”) §

(Signed at the End of the Letter)

“ Ben. Booth,
George Cuming,
Jn^{o} Woodhouſe,
L. Sulivan,
W. James,
Henry Fletcher,
Geo. Dempſter,
Cha^{s} Boddam,
W. G. Freeman,
Rob^{t} Gregory,
G. Colebrook,
P. Cuſt,
H^{y} Crabb Boulton,
J. Purling,
Fred^{k} Pigou,
John Harriſon,
R^{d} Boſanquet,
Daniel Wier,
William Snell,
Peter Du Cane jun^{r}.

Read, the following Extract from Mr. Haſtings's Defence at the Bar of the Houſe of Commons, already delivered in.

☞ [“ In the Year 1777, when the Board gave the Bullock Contract to Mr. E. Johnſon, it is a Fact of publick Notoriety, that by having made that Contract Annual, and by granting it to the loweſt Bidder, it was taken lower, by 50 per Cent. than it was poſſible for any Man to keep the Bullocks fit for Service, provided the Contract had been fully executed, and the Number contracted for kept up. I appeal to the Records of thoſe Days to prove the Complaints of the Commanding Officers of the weak State of their Carriage Cattle ; I appeal to our Revenue Conſultations to certify the Amount of the Deductions that were made from the Revenues for Bullocks violently ſeized, whenever any Detachment of our Army marched through any Part of Bengal or Bahar. To remedy theſe Inconveniences, and to fix the Contract upon ſuch fair and equitable Terms as ſhould inſure a ſtrict Performance of the Publick Service, and afford to the Contractor the Proſpect of a reaſonable Profit for his Trouble and Riſk, I joined in giving the Bullock Contract to Mr. Johnſon in 1777.] ☞ § (“ and the Contract for Elephants to Mr. Templar in the Year 1779.
“ I heartily concurred with Sir Eyre Coote in granting the Proviſion and Bullock Contract to Mr.
“ R. Johnſon for Five Years, thereby performing, in my humble Opinion, a moſt eſſential and
“ important Service to the Eaſt-India Company, my reſpected Employers. From 1779 to 1783,
“ we were in a State of War with European and Country Powers ; we had Two conſiderable De-
“ tachments of our Army upon Foreign Service, the one upon the Coaſt of Coromandel, the
“ other in Guzzerat, and our Army in Bengal was fit for immediate Service : I can therefore con-
“ fidently aſſert, that in every Point of View the Bullock Contract was highly advantageous to the
“ Company ; and ſo fully am I impreſſed with the Neceſſity of granting the Contract, or the
“ Agency, for the Supply of Draught and Carriage Bullocks, upon fair and liberal Terms at all
“ Times, that I took the Liberty to give theſe Sentiments to the Court of Directors ſince my Re-
“ turn to England, when they did me the Honour to aſk my Opinion of certain Military Arrange-
“ ments which they had at that Time under Conſideration : And it will not be deemed irregular
“ or indecent in me, I truſt, to quote to this Honourable Houſe the Opinion of a Gentleman (Sir
“ George Wombwell) on the Subject of Contracts, who, at the Time he gave it, was a Member
“ of this Houſe, and Chairman of the Eaſt India Company. Sir George ſaid, ‘ That he believed
“ putting up Contracts to publick Sale would be prejudicial to the Publick Service. Men,’ he

" ſaid, ' inadequate to the Performance of the Contracts, would at all Times bid lower than " Men of Ability and Reputation; and they would do much more Injury by ſerving the Public " badly, than the Difference of Expence: He had ſeen Inſtances of it in the Contracts of the " Eaſt India Company, and thoſe of a fatal Nature.' I quote theſe Sentiments, delivered in this " Houſe by Sir George Wombwell on the 4th of May 1778, as a ſtrong Confirmation of my own " Opinion; and I affirm, that if Contracts had been given away in Bengal for ſhort Periods, and " to the loweſt Bidder, more particularly Army Contracts, they would have fallen invariably " into the Hands of irreſponſible Men, and we might have had a very different Termination of " the late arduous Struggle in India. We advertiſed, in the Year 1777, for Propoſals for keeping in Repair the Cantonments of Burrampoor and Dinapore by Contract; an Enſign in the " Service, a Mr. Foſter, gave in the loweſt Propoſals; but the Board were ſenſible of the Impoſſibility of performing the Service for the Sum for which he was ready to undertake it, " and we agreed to nominate Mr. Vanderhayden to perform the Duty by Agency; yet this was " a direct Breach of the Company's Orders, and by the Reaſoning in the Charge, we were left " in this Caſe without an Option. I ſhall conclude my Obſervations upon the Contract for " Draught and Carriage Bullocks with the following Quotation from the Letter of the Court of " Directors to Bengal, of the 11th April 1781.

"' General Coote remarks, that being in a State of actual War, it was unneceſſary to ſet forth " the indiſpenſable Neceſſity of having the Draught and Carriage Bullocks put in the beſt " Train poſſible, becauſe the Succeſs of every Operation in War depends ſo very particularly on " the bad or good Condition of the Artillery Train; and in this Opinion we concur with the " General.

"' Upon the moſt impartial Conſideration of all the Materials before us, we candidly allow " your Syſtem for the Proviſion of Cattle for the Service of the Trains to have been excellent, " provided you had advertiſed for Propoſals, and thereby aſcertained the loweſt Terms procurable, with good Security for Performance of the Contract; but the Offer, without advertiſing for Propoſals, appears to us very improper.

"' We are nevertheleſs of Opinion, that provided the Terms were reaſonable, it might not, " for the moſt obvious Reaſons, be for the Good of the Service in Time of War, to renew the " Bullock Contract every Year.'") (a)

Read, from Book 441, already delivered in, the following Extract of a Conſultation, dated 8th January 1778, beginning at Page 19 of the ſame Book.

Thurſday. " Bengal Board of Inſpection.

" Fort William, the 8th January 1778.

" At a Board of Inſpection; Preſent,

The Honourable Warren Haſtings Eſquire, Governor General, Preſident;

Richard Barwell,
Philip Francis,
and
Edward Wheler, } Eſquires.

" The Contracts of Mr. Johnſon for victualling the Troops, and for providing and feeding Draft and Carriage Bullocks and Camels, having been drawn up by the Company's Attorney, and certified by the Secretary to be conformable to the Reſolutions of the Board, the ſame were executed on the 29th ultimo, together with the Penalty Bond by Mr. Johnſon and his Securities.

Orders thereon. " Ordered, That a Copy of theſe Contracts be entered after the Proceedings, and that Copies of them be alſo ſent to the Commanding Officers of the Brigades, and to the Commiſſary General, and Quarter Maſter General."

Read, alſo, the following Extract from the ſame Book and ſame Conſultation, beginning at Page 82 of the ſame.

Contract of Mr. Johnſon for providing and feeding Draft and Carriage Bullocks and Camels. " Articles of Agreement indented, had, made, concluded, and fully agreed upon, this Twenty-ſixth Day of December, in the Year of our Lord Chriſt One thouſand ſeven hundred and ſeventy-ſeven, between the United Company of Merchants of England trading to the Eaſt Indies, of the one Part; and Erneſt Alexander Johnſon of Calcutta, in the Province of Bengal, Merchant, of the other Part, in Manner and Form following; that is to ſay, Whereas the ſaid Erneſt Alexander Johnſon hath made Propoſals in Writing to the Governor General and Council of the Preſidency of Fort William in Bengal, on the Part and Behalf of the ſaid United Company, to furniſh or ſupply the Army and the Troops appertaining or belonging to the ſaid United Company on the Bengal Eſtabliſhment, with ſuch a Number of Draught and Carriage Bullocks, and with ſuch a Number of Camels as ſhall be wanted, or thought neceſſary to be employed in the Field on Account of ſuch Army or Troops, for the Space of Three Years, to be computed from the

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(a) Vide Appendix, No CLXXXVIII, & ſupra, P. 1327-8.

Firſt Day of January now next enſuing; and for the feeding and keeping the ſame in proper and fit Order to perform their Labour, as well within the Provinces of Bengal, Bahar, and Oriſſa, as without the ſame Provinces, in any other Parts and Places wherever ſuch Army ſhall happen to be, on being paid by the ſaid Governor General and Council, on the Part of the ſaid United Company, their Succeſſors and Aſſigns, the ſeveral Sums of Money for the feeding and keeping the ſame Bullocks and Camels as herein-after is mentioned and agreed to be paid him by the ſaid United Company: Now theſe Preſents witneſs, That the ſaid Erneſt Alexander Johnſon, for and in Conſideration of the ſeveral Sums of Money ſo agreed to be paid him as herein-after is mentioned, and of other the Covenants and Agreements herein-after contained, on the Part and Behalf of the ſaid United Company to be obſerved, performed, fulfilled, and kept, doth for himſelf, his Heirs, Executors, and Adminiſtrators, covenant, promiſe, and agree, to and with the ſaid United Company, their Succeſſors and Aſſigns, in Manner and Form following; that is to ſay, That he the ſaid Erneſt Alexander Johnſon, his Executors and Adminiſtrators, ſhall and will, at his and their own proper Coſts and Charges, as ſoon as conveniently may be from the Day of the Date of theſe Preſents, well and truly find and provide a ſufficient Number of good and proper Draught and Carriage Bullocks for the Uſe of the Army of the ſaid United Company, and every Part thereof, as well within the Provinces of Bengal, Bahar, and Oriſſa, as without the ſame Provinces, wherever ſuch Army or any Part thereof ſhall happen to be; and having bought or procured the ſame Bullocks, ſhall and will, at his own proper Coſts and Charges, feed, maintain, and keep the ſame, for and during the Space or Term of Three Years, from the Firſt Day of January now next enſuing the Date of theſe Preſents, until the Firſt Day of January which will be in the Year of Chriſt One thouſand ſeven hundred and eighty-one, in good Health, and fit for the Uſe and Service of the Army of the ſaid United Company. Provided always, and it is hereby agreed, by and between the Parties to theſe Preſents, That it ſhall and may be lawful for the ſaid United Company, or the Governor General and Council of the Preſidency aforeſaid for the Time being, or the Commanding Officer of the different Brigades, or of any Detachment of ſuch Brigades for the Time being, during the ſaid Term of Three Years, to diſcharge any ſuch Part of the Number of the ſaid Bullocks to be provided as herein-before is mentioned, which the ſaid United Company, or the ſaid Governor General and Council, or ſuch Officers or Officer as aforeſaid, ſhall think ſuperfluous or unneceſſary for the Uſe of the ſaid Army, upon giving One Month's Notice in Writing of ſuch Intention to the ſaid Erneſt Alexander Johnſon, or to any Agent to be appointed by him to attend ſuch Brigade or Detachment, in purſuance of the Covenant herein-after for that Purpoſe contained. And further, That in caſe, at any Time hereafter during the ſaid Space of Three Years, an additional Number of Draught and Carriage Bullocks ſhall happen to be wanted for the Uſe and Service of the ſaid Army, or of any Part of the Army of the ſaid United Company, which may be quartered or encamped in any Part of the Country where no good or proper Bullocks are to be had or gotten; and the ſaid Erneſt Alexander Johnſon ſhall be obliged to ſend to a great Diſtance to purchaſe and procure ſuch Cattle as are fit for the Service of the ſaid Army, in ſuch Caſe it ſhall be lawful for the ſaid Erneſt Alexander Johnſon, his Executors and Adminiſtrators, to draw Pay for ſuch Bullocks, at the Rates herein-after mentioned, from the Day on which any ſuch Bullock ſhall arrive at the Station of any of the Brigades, and ſhall have been muſtered and ſurveyed by the Commanding Officer and Commiſſary of any of the Brigades belonging to ſuch Army: And the ſaid Erneſt Alexander Johnſon, for himſelf, his Heirs, Executors, and Adminiſtrators, doth further covenant and agree to and with the ſaid United Company, their Succeſſors and Aſſigns, that every Carriage Bullock to be provided by him for the Uſe of the ſaid Army, * purſuance of his Covenant herein-before for that Purpoſe contained, ſhall be in ſufficient Health, and proper Age and Strength to carry on his Back One hundred and twenty Pounds Weight; and that the Draught Bullocks to be provided as aforeſaid, ſhall be of ſuch Age and Strength, that Eight of them ſhall be able to draw and accompany the ſaid Army with a Six Pounder Gun, Ten of them with a Twelve Braſs Pounder, Twenty-four of them with an Iron Eighteen Pounder poizing from Forty to Forty-four Hundred Weight, and Ten of them with a Howitzer Tumbril. Provided alſo, and it is hereby further agreed, by and between the ſaid Parties, That before the ſaid Erneſt Alexander Johnſon ſhall be entitled to receive the Pay for ſuch Bullocks, to be provided as herein-before mentioned, that all ſuch Bullocks ſhall firſt be approved on a Muſter to be had or made by the Commander of the Troops for the Time being, at the reſpective Stations where ſuch Bullocks ſhall firſt arrive, the Commandant of Artillery and Commiſſary of-Muſters, and that the ſaid United Company, or the ſaid Governor General and Council, on the Part and Behalf of the ſaid Company, on any Report to be made to them from ſuch Perſon or Perſons as aforeſaid, ſhall be at Liberty to diſmiſs, and have full Power, and are hereby declared in ſuch Caſe to have full Power, to diſmiſs, from Time to Time, monthly, all and every ſuch Bullock or Bullocks as may be reported unfit for the Service or Services for which ſuch Bullock or Bullocks were or was deſigned; and that thereupon the ſaid Erneſt Alexander Johnſon ſhall, as ſoon as conveniently may be after ſuch Diſmiſſion, replace all and every ſuch diſmiſſed Bullocks with others fit, good, and proper for the Uſe and Service of the Army of the ſaid United Company. And theſe Preſents further witneſs, That the ſaid Erneſt Alexander Johnſon, for and in Conſideration of the Payments herein-after agreed to be made him by the ſaid United Company, doth covenant, promiſe, and agree, to and with the

* Sic in Orig.

ſaid United Company, their Succeſſors and Aſſigns, that he the ſaid Erneſt Alexander Johnſon, his Executors and Adminiſtrators, ſhall and will well and truly find and provide for all the Camels kept or to be kept by the ſaid United Company, in the Provinces of Bengal, Bahar, and Oriſſa, or which is otherwiſe called the Bengal Eſtabliſhment, during the ſaid Space of Three Years from the ſaid Firſt Day of January now next enſuing, good, ſufficient, and proper Food, and proper Servants to attend and take Care of ſuch Camels, and every of them, ſo that no further Expence ſhall ariſe to the ſaid United Company, on Account of the Keep of ſuch Camels, than what is agreed by the United Company to be paid to him the ſaid Erneſt Alexander Johnſon, as herein-after is mentioned: And alſo, that he the ſaid Erneſt Alexander Johnſon, his Executors and Adminiſtrators, ſhall and will well and truly ſuſtain, bear, and pay all Loſſes, Damages, and Expences which may happen during the Continuance of theſe Preſents, as well to the ſaid Bullocks as the ſaid Camels reſpectively, whether the ſame ſhall ariſe from the Attack of Enemies, or from the Death of any or either of the ſaid Bullocks or Camels, or from any other Cauſe or Conſideration whatſoever (ſave and except as herein-after is mentioned), ſo that the ſaid United Company ſhall ſuffer or ſuſtain no other Charges or Expence whatever in the Articles of Camels and Bullocks for the Uſe of their Army aforeſaid, other than the ſeveral Sums of Money herein-after agreed to be paid by them to the ſaid Erneſt Alexander Johnſon, his Executors and Adminiſtrators, on Account of the ſame. And for the Purpoſe of properly fulfilling this Agreement, the ſaid Erneſt Alexander Johnſon doth hereby promiſe and agree, to and with the ſaid United Company, at his own Coſts and Charges, at all Times during the Continuance of theſe Preſents, to keep a capable and ſufficient Deputy, with every Detachment of the Troops belonging to the ſaid United Company, to anſwer the Demands and obey the Directions and Orders of the Commanding Officer of each Detachment reſpectively, and to perform the Conditions and Covenants herein-before contained, on the Part and Behalf of the ſaid Earneſt Alexander Johnſon, which Deputies are reſpectively to be firſt approved by the Governor General for the Time being of the ſaid Preſidency; and, on entering into the Service and Duty aforeſaid, are to be obliged to give ſuch reaſonable Security as ſhall be demanded of them by the ſaid Governor General, that they the ſaid Deputies, nor either of them, will engage in any Trade or Buſineſs whatſoever, other than that of the ſaid Erneſt Alexander Johnſon, reſpecting the * the Matters herein-before contained. And the ſaid United Company of Merchants of England trading to the Eaſt Indies, for the Conſiderations aforeſaid, do hereby for themſelves, their Succeſſors and Aſſigns, covenant, promiſe, and agree, to and with the ſaid Erneſt Alexander Johnſon, his Executors and Adminiſtrators, that they the ſaid United Company, their Succeſſors and Aſſigns, ſhall and will well and truly pay, or cauſe to be paid to the ſaid Erneſt Alexander Johnſon, his Executors and Adminiſtrators, during the ſaid Space of Three Years, commencing and finiſhing at ſuch Times as are herein-before mentioned, the ſeveral Sums of Money following; that is to ſay, For every Draught Bullock employed on actual Service, within the Provinces of Bengal, Bahar, and Oriſſa, the Sum of Sonaut Rupees Three and Seven Annas per Menſem; and for every Carriage Bullock the Sum of Sonaut Rupees Three and Three Annas per Menſem; and for every Draught Bullock, either employed or unemployed, and detained for the Uſe of the ſaid United Company, out of the ſaid Provinces, the Sum of Sonaut Rupees Five per Menſem for every Draught Bullock, and Sonaut Rupees Three and Ten Annas per Menſem for every Carriage Bullock; and alſo for ſuch Bullocks as ſhall remain within the ſaid Three Provinces, and unemployed, the Sum of Sonaut Rupees Two, Nine Annas and Six Pice per Menſem. And further, that they the ſaid United Company, their Succeſſors and Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, to the ſaid Erneſt Alexander Johnſon, his Executors or Adminiſtrators, for his Care and Management, and for the feeding and keeping, and the providing with Servants, as herein-before is mentioned, the Camels employed, or to be employed, in the Service of the Army of the ſaid United Company, during ſuch Time as aforeſaid, the ſeveral Sums of Money following; that is to ſay, For all and every the Camel and Camels which ſhall be the Property of, and belonging to, the ſaid United Company, either within or without the Provinces, the Sum of Sonaut Rupees Sixteen per Menſem; and for each and every ſuch Camel and Camels which ſhall be the Property of, and belonging to, him the ſaid Erneſt Alexander Johnſon, his Executors and Adminiſtrators, and employed by the ſaid United Company, either within or without the Provinces as aforeſaid, the Sum of Sonaut Rupees Thirty per Menſem: And further, they the ſaid United Company, their Succeſſors or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, to the ſaid Erneſt Alexander Johnſon, his Executors and Adminiſtrators, the ſeveral Sums of Money ſo to become due as herein-before is mentioned, within One Month at fartheſt after his or their Bill and Bills ſhall be preſented for the ſame, duly atteſted and certified by the Commiſſary General for the Time being; and that for the greater Convenience of the ſaid Erneſt Alexander Johnſon, ſuch Bills ſhall be paid or diſcharged either at the Place or Places reſpectively where the ſame ſhall become due, or at the Preſidency of Fort William in Bengal, at the Option of the ſaid Erneſt Alexander Johnſon: And further, that they the ſaid United Company ſhall and will, during the Continuance of the ſaid Term of Three Years, from Time to Time as Occaſion ſhall require, well and truly furniſh and provide the ſaid Erneſt Alexander Johnſon with all and every ſufficient Eſcort and Eſcorts as may be neceſſary for the conveying the ſaid Bullocks and Camels to and from the ſaid Army, or any Detachment thereof, as Occaſion may require; and when at or with ſuch Camp or

Detach-

* Sic in Orig.

Detachment, ſhall and will find and provide ſuch Safeguards to take Care of them, as ſuch Army and Detachment will admit of: And it is further agreed, by and between the Parties to theſe Preſents, that if at any Time during the ſaid Space of Three Years, the Urgency of Affairs ſhould require a further or greater Number of Cattle to be provided, for the immediate Service of any Brigade or Detachment of the ſaid Army, the ſaid Erneſt Alexander Johnſon doth hereby promiſe and agree to provide the ſame, within the Space of One Month after Notice ſhall be given, in Writing, by the Commanding Officer of ſuch Brigade or Detachment ſo wanting the ſame, either to him, or any or either of his Agents or Servants who ſhall reſide with the ſame Brigade or Detachment for that Purpoſe; and if in Caſe and * ſuch Emergency, the uſual Price of ſuch Bullocks ſhould be thereby enhanced, and the ſaid Erneſt Alexander Johnſon, his Executors or Adminiſtrators, ſhall be obliged to pay to the Proprietors of ſuch Cattle, more than the Sum of Sonaut Rupees Twelve and Eight Annas for each and every Draught Bullock ſo purchaſed, and for each and every Carriage Bullock more than the Sum of Sonaut Rupees Eight; that then, and in that Caſe, when the Commanding Officer of ſuch Brigade or Detachment ſhall have certified the Number ſo purchaſed, and the extra Price ſo paid for the ſame, the ſaid United Company, for themſelves, their Succeſſors and Aſſigns, do hereby promiſe and agree to pay the ſaid Erneſt Alexander Johnſon, his Executors and Adminiſtrators, all ſuch Surplus Money which he or they ſhall be ſo obliged to pay for the ſame, over and above the ſpecified Sums above-mentioned, and that in the ſame Manner, and at the ſame Times and Places as are above ſtipulated for the Payment of the other Sums of Money, agreed to be paid for the Feeding the ſame as aforeſaid. Provided always, and it is hereby declared to be the true Intent and Meaning of the Parties to theſe Preſents, that whenever the Roads ſhall be extraordinary bad, or the Bullocks ſhall be fatigued with forced Marches, and thereby diſabled from drawing or carrying the Weight herein-before mentioned, or the Camels ſhall happen to die from the ſame Cauſes, or either of them, and the ſame ſhall be aſcertained to the Satisfaction of, and certified by, the Commanding Officer of any ſuch Detachment, where the ſame Accident ſhall happen, that ſo ſuch Accident ſhall be deemed any Breach of any or either of the Covenants herein-before contained, on the Part and Behalf of the ſaid Erneſt Alexander Johnſon, his Executors or Adminiſtrators. And further, that the ſaid Erneſt Alexander Johnſon ſhall and will, at the Expiration of the ſaid Term of Three Years, well and truly deliver over to any ſucceeding Contractor, or to any other Perſon or Perſons the ſaid United Company, or the Governor General and Council for the Time being, ſhall appoint for the Purpoſe of receiving the ſame, all and every the Camel and Camels which ſhall be the Property of or belonging to the ſaid United Company, and which at ſuch Time as aforeſaid, ſhall happen to be in the Cuſtody or Power of him the ſaid Erneſt Alexander Johnſon, his Executors or Adminiſtrators. In Witneſs whereof the Honble. the Governor General and Council have hereunto ſet their Hands, and cauſed the Common Seal of the ſaid United Company to be affixed; and the ſaid Erneſt Alexander Johnſon hath alſo ſet his Hand and Seal, the Day and Year firſt above-written.

* Sic in Orig.

(Signed)

“ Sealed and delivered (where no Stamps are in Uſe, or to be had) in Preſence of
“ Signed { Geo. Hodgſon, Iſaac Baugh.

“ Warren Haſtings, (L. S.)
“ Richd Barwell,
“ P. Francis.

“ E. Alexander Johnſon.” (L. S.)

(No Signature at the End of the Conſultation.)

Read, from Book 430, already delivered in, the following Extract of a Conſultation of the 15th July 1779, beginning at Page 46 of the ſame Book.

Sir Eyre Coote's Minute of the 7th July continued.

“ Mily Dept, Fort William, 15th July 1779.

“ Proceedings of the Governor General and Council, dated as above.

“ At a Conſultation; Preſent,

The Honourable Warren Haſtings Eſquire, Governor General;
Richard Barwell,
Philip Francis,
Edwd Wheler, } Eſquires.

Not preſent—Sir Eyre Coote.

“ The Remarks offered to the Board by General Stibbert, in his Letter dated the 22d Auguſt 1778, on the preſent State of the Draft and Carriage Bullock Trains, required their immediate Attention. As we are now in a State of War, I deem it unneceſſary to ſet forth the indiſpenſible Neceſſity of having theſe Trains put in the beſt Order poſſible, as the Succeſs of every Operation in War depends ſo * immenently on the good or bad Condition of the Artillery Trains. As therefore Service may be expected, and if the well ordering of this Train can be only effected, on the

* Sic in Orig.

the increaſed Charges ſpecified in the annexed Plan, it muſt be paid. For the Draft of theſe Regulations, I am indebted to the Governor General, whoſe Attention this Buſineſs had engaged before my Arrival; and I further learn, that it carries with it the joint Recommendation of the Commanding Officer of Artillery and General Stibbert: Some few Alterations I have alſo made, as came within the Sphere of my own Obſervation. Should the Board deem any further Alteration neceſſary, I ſhall only recommend the final Adjuſtment being made as ſpeedily as poſſible." (*a*)

(No Signature at the End, either of the Minute or of the Conſultation.)

Read, the following Extract of Sir Eyre Coote's Minute from a Conſultation of the 3d Auguſt 1779, beginning at Page 143 of the ſame Book.

" Mily Dept, Fort William, 3d Auguſt 1779.

" Proceedings of the Governor General and Council.

" At a Conſultation; Preſent,

The Honble. Warren Haſtings Eſquire, Governor General;
Richard Barwell,
Philip Francis,
Edward Wheler,
Sir Eyre Coote, } Eſquires.

" ABSTRACT of the Artillery, Draught and Carriage Train for a Brigade in the Field.

		Field Pieces.						Draught Bullocks.								
		Guns and Carriages.	Spare Carriages.	Tumbrils.	Spare Tumbrils.	Carts.	Waggons.	For each ſpare Gun and Carriage.	For each ſpare Carriage.	For each Tumbril.	For each ſpare Tumbril.	For each Cart.	For each Waggon.	One ſpare Bullock to every Six.	Total Draut Bullks.	Total Carriage Bullocks.
Artillery Park.	12 Pounders	2	1	4	1	-	-	10	8	10	8	-	-	—	76	
	6 Pounders	8	2	8	2	-	-	8	6	10	6	-	-	—	168	
	5½ Inch Howitzer	2	1	2	1	-	-	6	6	10	8	-	-	—	46	
	Treaſure	-	-	1	-	-	-	-	—	10	—	-	-	—	10	
	For the Artificers	-	-	-	-	2	-	-	—	—	—	10	-	—	20	
	For the Genl	-	-	-	-	-	1	-	—	—	—	-	16	—	16	
Sepoy Guns, 6 Pounders		22	6	11	3	-	-	8	6	10	6	-	-	—	340	
One ſpare Bullock to every Six for the Carriage of Ammunition		-	-	-	-	-	-	-	—	-	—	-	-	113	113	
		-	-	-	-	-	-	-	—	-	—	-	-	—	—	569
Total		-	-	-	-	-	-	-	—	-	—	-	-	—	789	569

Draught by Sir Eyre Coote.

" The Service performed by the Corps of Troops, now termed the Temporary Brigade, to be executed in future by a Detachment from the Brigade next for Frontier Duty, to be compoſed as under; viz.

1 Regiment of Cavalry;
6 Battalions of Sepoys;
1 Company of Artillery, and Battalion of Laſcars attached to it, under the Command of One Lieutenant Colonel, and One Major of Infantry, and One Major of Cavalry, and with the Train of Artillery hereafter ſpecified:
1 Regiment of Cavalry from the Brigade on the Frontier Station;
1 Regiment of Cavalry from the Brigade at the Preſidency, with their Field Officers.

(*a*) Vide Appendix, No CXC.

“ This Detachment, viz. Artillery and Infantry, to be relieved at the Expiration of * Years, and the complete Brigade, for Frontier, alſo every * Years, when the Service will permit.

* Sic in Orig.
* Sic in Orig.

“ On the 1ſt Occaſion, the Relief of the Frontier and Temporary Brigades to be effected in Manner following; viz.

“ The Firſt Brigade to be relieved by the Second Brigade from Berhampore.

“ The Third Brigade at the Preſidency, to be relieved by the Firſt from the Frontier Station; the Third Brigade to occupy the Quarters at Berhampore, detaching One of the Two Companies of Artillery and Battalions of Laſcars, by which it will be joined on its leaving the Preſidency from the Regiment of Artillery, with Three Battalions of Sepoys, under the Command of a Lieutenant Colonel and a Major, and to proceed to the Poſt of Futty Gurr, for the Duty of the actual Temporary Brigade.

“ On the Relief of the Firſt Brigade, Three of the Nine Battalions of the Corps now termed the Temporary Brigade, with the Company of European Artillery attached to it, to join the Firſt Brigade, to which it will be annexed, and proceed to the Preſidency.

“ Of the remaining Six Battalions of this laſt-mentioned Corps, Three to join the Second Brigade, to which they will be annexed on its Arrival on the Frontier Station, and the remaining Three to continue to occupy the Poſts where they may be ſtationed, until the Three Battalions from the Third Brigade arrive at Futty Gurr, to which Corps of Sepoys, viz. The Third Brigade, theſe Three Battalions will be annexed.” (a)

(No Signature at the End, either of the Minute or Conſultation.)

Read, the following Extract of a Conſultation of the 9th Auguſt 1779, beginning at Page 271 of the ſame Book.

[“ Mily Dept, Fort William, 9th Auguſt 1779.

“ Proceedings of the Governor General and Council.

“ At a Conſultation; Preſent,

The Honourable Warren Haſtings Eſquire, Governor General;

Richard Barwell, }
Philip Francis, } Eſquires.
Edward Wheler, }

Not preſent—Sir Eyre Coote.

“ On the Commander in Chief's Minute, under the Head of Draught and Carriage Contract.

“ The Governor General propoſes, that the Plan recommended by the Commander in Chief for a new Contract for the Draught and Cattle, be approved; and that an Offer be made to the preſent Contractor, to contract with him on the Terms preſcribed therein, inſtead of the Contract now in Force.]

5 (“ Mr. Francis.—I am of opinion, that the Service to be performed ſhould be advertiſed in “ the Terms of the Minute, and Propoſals received for executing the ſame, the Preference to be “ given to the loweſt Bidder, for One Year only. Government ſhould always reſerve to themſelves “ the Power of renewing theſe Contracts, and obtaining better Terms for the Company, at ſhort “ Periods, ſuch as One Year. If in that Period the Service be well executed, the Contract may “ be continued to the ſame Perſon, and this will be an Incitement to him to do his Duty. As to “ giving ſuch a Contract for Five Years, I never will conſent to it, nor will I ſign it. At this Rate, “ the Hands of the ſucceeding Government will be tied up from retrenching any Publick Expence, “ or making any one Alteration, however neceſſary, for the Service or beneficial to Government.

“ Mr. Wheler.—I agree with Mr. Francis in every Particular; and am convinced, from my own “ Experience, that it can neither be ſafe for the Contractor, or prudent for Government, to enter “ into Engagements for victualling the Army, or ſupplying Stores to a Garriſon, for a Period “ exceeding the Time mentioned in Mr. Francis's Minute. I beg Leave to be underſtood by “ this, I do not mean that the Contractor ſhould of Neceſſity be changed annually; but that their “ Engagement with Government ſhould be renewed annually, by which the Contractor, on the “ one Hand, may be relieved from an improvident Bargain, and the Company, on the other, “ from an extravagant one.

“ The Contractor has at all Times, from being converſant in his Buſineſs, from his Stock in “ Hand, from a Knowledge of his own Profit and Loſs, and from the Command which, by a “ conſtant Conſumption of the Articles of his Contract, he acquires of the Markets, the Power “ of ſerving Government upon much better Terms than any Competitor, while the Company, by “ encouraging Competitors, lower the Demands of the Contractor within ſuch Limits as are ad- “ vantageous to the former, while they afford ſufficient Encouragement to the latter.

(a) Vide Appendix, N° CXCI.

“ Mr. Barwell.—I agree to the Propoſition. I don't think it neceſſary to enter into a Diſcuſſion at this preſent Time, convinced, as I am, that it would anſwer no other Purpoſe than to prolong the Debate; and that every Perſon who is at the Trouble of conſidering the Subject, and reaſoning upon it, will be ſatisfied that the Service propoſed cannot poſſibly be executed on a Contract of One Year or Two.

“ Governor General.—I agree to the Motion.

“ Reſolved, That the Plan recommended by the Commander in Chief for a new Contract for the Draught and Carriage Cattle, be approved; and that an Offer be made to the preſent Contractor, to contract with him on the Terms preſcribed therein, inſtead of the Contract now in Force.

*See Proceedings 15 July, P. 47.

“ Read, Minute by the Commander in Chief on the * Donation to the Troops which ſerved in the Rohillah War. Alſo his Second Minute on the ſame Subject, in Date the 2d Auguſt: viz.

Minute by Sir Eyre Coote, dated 2d Inſt.

“ I beg Leave to draw the Attention of the Board to the preſent Situation of that Part of the Army which is entitled to the Donation of the Vizir Sujah ul Dowlah, in the Year 1774.

“ On the 2d January 1775, it was reſolved by the Board, to depoſit the Amount, when collected, in the Publick Treaſury, until ſuch Time as the Reſolution of the Court of Directors might be received.

“ On the 27th of October 1777, this favourable Reſolution and Promiſe to the Army was reſcinded, becauſe the Vizier's Debt to the Company had then riſen to Fifty Lacks.

“ Five different Repreſentations have been made by this Board to the Court of Directors upon this Claim, which has been now pending Five Years, without any Anſwer whatever, but One Promiſe of above Four Years Date, that they would ſhortly communicate their Sentiments to us upon it.

“ Seeing the little Encouragement we have to hope for the Receival of any Directions from them upon this Subject, and being informed that the Cauſe is now removed which induced the Board, on the 27th of October 1777, to reſcind the firſt favourable Reſolution of the 2d January 1775, as the Vizier's Debt to the Company is almoſt totally liquidated, I think it incumbent upon us to go as far as may lay in our Power, to facilitate the Recovery of ſo equitable a Claim, which, indeed, I think it might prove fatal to diſcourage, particularly as the Army poſſeſſes the Promiſe of this Board in their Favour.

“ Nor is this Claim to be viewed ſimply in the Light of a Gift, but a Sum agreed to be given in lieu of, and to ſave a much larger; for it is well known, that the Plunder of Peelabet, Barrelli, Ouhla, and Biſſouly, which was withheld in Conſideration of this Sum, would much have exceeded it.

“ I therefore propoſe, that in Furtherance of the Reſolution of the 2d January 1775, and the Promiſe then made to the Army, the Vizier's Bonds for 10,50,000 be immediately ſent to our Reſident at the Vizier's Court, with Orders to endeavour, as ſoon as poſſible, to obtain ſeparate Tunkaws for the Amount of this Sum; and that he collect it with all proper Diſpatch, and remit the Amount to the Preſidency, where it may then (as I think it ought) be diſtributed to the Army; but if that ſhould not be agreed to, it may in that Caſe reſt until the final Reſolution of the Court of Directors may be received.

“ Mr. Wheler.—In Anſwer to that Part of Sir Eyre Coote's Minute, which ſeems to imply that the Donation to the Army on Account of the Rhohillah War, has been retarded by the Inattention of the Court of Directors, I beg Leave to obſerve, that it is not in their Power to order a Diſtribution of that Sum, without the Aſſent of the Legiſlature being previouſly had and obtained; and I may with equal Truth obſerve, that for the Court of Directors, at any One Time within the given Period, to have thrown the Affair of the India Company into Parliament for this Purpoſe only, would have been an Act of Indiſcretion, if not an Act bordering almoſt on Inſanity. Every other Step neceſſary for the Diſcharge of this Obligation, was taken by the Court of Directors previous to my Departure from England; the Opinion of a Board of Field Officers, on the Propriety of the Claim, not excepted.

“ I have no Sort of Objection to the Propriety of receiving it; but apprehend we are not authorized to diſtribute it.

“ Mr. Francis.—On the 27th October 1777, it was reſolved by the Opinion of the Governor General and Mr. Barwell, againſt mine, that no Means could with Propriety be taken.

“ If it is propoſed to reverſe this Reſolution, I ſhall agree to it; but I am of Opinion, that the Amount of the Donation is not properly demandable from the Nabob, at leaſt not in the Firſt Inſtance. I think it ſhould be demanded from the Begum, who got Poſſeſſion of all the late Vizier's Perſonal Property, and particularly, I believe, of the Wealth and Effects taken in the Rhohillah Country. This was always my Opinion; and I believe I have by me a Minute to the ſame Effect, which I intended to have recorded on the 27th October, if the Queſtion for making the Demand had been then carried. If I can find it, I ſhall beg it may be entered in this Place.

Minute referred to in the above, delivered to the Secretary by Mr. Francis.

Mr. Francis's Minute by, intended to have been recorded 27 Oct. 1777.

““ The Donation was promiſed to the Army, as a Compenſation for their Share of the Plunder of certain Places in the Rhohillah Country, which they were intitled to by the Laws and Practice of War. Suja Dowla had the ſole Benefit of this Compromiſe, as he appropriated and carried away with him the entire Spoils of the conquered Chiefs. If any Booty was acquired, it was by his own Troops. It is alſo well known that the Wealth, of which he poſſeſſed himſelf by theſe Means, or the moſt conſiderable Part of it, was conveyed to Fyzabad, and depoſited in the Palace now occupied by the Begum; this, in my Opinion, is the Fund which ſhould be anſwerable in the firſt Inſtance for the Donation to the Army, as their Acceptance of the Nabob's Promiſe in effect preſerved the Whole from Plunder: no Will or Requeſt of Suja Dowla can give the Begum a Right to the Succeſſion to his perſonal Property, without binding her at the ſame Time to the Acquittance of his Debts. I think, therefore, that our Reſident ſhould be inſtructed to ſtate the Caſe to the Begum, and demand the Amount of the Donation from her, to be kept in depoſit by us, and diſpoſed of hereafter according to the Inſtructions we may receive from the Court of Directors.””

“ Mr. Francis.—Whenever or from whomſoever the Money ſhall be received, I am of Opinion, it muſt remain as a Depoſit in the Treaſury, for the future Diſpoſition of the Company or of Parliament.

“ Mr. Barwell.—I do not ſubſcribe to the Senſe Mr. Francis has aſcribed to the Reſolution of the 27th October 1777. My Opinion is in theſe expreſs Words: ‘ Under the preſent Circumſtances of this Government, I do not think any Meaſure ought to be taken.’ It is exceeding the Meaning of theſe Words to apply them to the preſent Day, the 9th Auguſt 1779, inſtead of confining them to the Year 1777. The Debt due to the Company was enormous at that Period, and the whole Burthen of the Recovery of it reſted with that Influence on the Adminiſtration, which began to operate on the recent Appointment of Mr. Middleton in the Place of Mr. Briſtow, though Mr. Briſtow, excluſive of the ordinary Means offered by the Oude Government, did, under the Sanction of the Adminiſtration in Calcutta, upon an Application from the Nabob Aſoph O'Dowlah, extract * the Amount of Fifty Lacks from the Begum, for which this Government guarranteed that no further Demands ſhould be made upon her, &c. under the Pretext ſuggeſted in this Day's Debate.—Mr. Briſtow's Letter is dated 16th October * 75, and the Guarrantee of this Government to the Nabob's Treaty with the Begum is dated the 15th of October 1775, (both entered in Conſultation 8th November 1775). I will not pretend to ſay, that the Begum felt all the Diſtreſs ſhe pretended to expreſs on that Occaſion; but this is a notorious Fact, that among the Jewels delivered up by her to Mr. Briſtow, our Reſident, and ſold at publick Auction at Calcutta, was the Vizier's Hookah, ſet in Diamonds. The Opinion Mr. Francis imputes to me, I cannot admit in the Senſe in which he interprets it; there is a great Difference between denying a Claim, and, under certain Exigencies of Government, protracting to urge it; but this, I think, I have ſufficiently explained, and our Reſolution of the 2d January 1775, by which I was equally bound at that Period, as I conceive the Board to be at this, declares the Right of the Army, and a Determination to ſecure that Right. As it will clear this Point much to have the Particulars of that Day's Record follow the preſent Diſcuſſion, I deſire that the Secretary do call on Mr. Auriol for a Copy of it.

* Sic in Orig.

* Sic in Orig.

“ Extract Conſultation, 2d January 1775.

Extract Proceedings 2d Jan. 1775.

““ Reſolved, That the Expedient propoſed by the Governor General, in his Minute of the 19th ultimo, be adopted.

““ That the Sum offered by the Vizir, as a Gratuity to the Army, be received as a Depoſit into the Company's Treaſury; and that an Application be made in the next General Letter to the Court of Directors, for their Intereſt to obtain the Confirmation of the Grant, by ſuch legal Means as they in their Wiſdom may chuſe to employ. And further that, for the Purpoſe of aſcertaining the Share which may be due to each Individual, whenever the Diſtribution ſhall take Place, as well as to inſpire them with a greater Degree of Confidence to hope for the promiſed Reward, by defining the Object of it, an Account be formed for their ſeparate Shares, to be made publick, with a Declaration that the Money will be kept ſacred, as a Depoſit, until the Pleaſure of the Court of Directors ſhall be known; and as ſoon as the Board is authorized to pay it, that Payment will be made to the Parties, their Heirs, Executors, or Adminiſtrators, without any Deduction whatſoever.””

Mr. Barwell's Minute continued.

“ As the Publick Debt to the Company, by the Attention which has been given to the Reduction of it, is now nearly liquidated, I am of Opinion, that the Revenue of the Lands that were aſſigned to diſcharge it, ſhould be retained, until this Claim of the Military is diſcharged. When we are poſſeſſed of the Amount, it is poſſible we may likewiſe be poſſeſſed of the Company's Directions touching the iſſuing of it; if we do not, it will be Time enough to vote upon the Queſtion, Whether it ſhall then be iſſued? Every previous Step has been taken relative to the Diſtribution of it to the Army; to diſincumber the Queſtion, and render it the ſimple one I have above deſcribed.

“ Mr. Francis.

“ Mr. Francis.—I beg it may be underſtood, that I do not acquieſce in any Part of the preceding Minutes, that reſpects the Circumſtances of the Begum and her Son, though it would lead me too far to enter into a Refutation of it at this Time. On one Fact I beg Leave only to obſerve, that the Agreement alluded to by Mr. Barwell was for Thirty Lacks only, of which I am almoſt certain, from Memory, that no more than Two-thirds were paid. But, be this as it may, the Donation Money, as I underſtand it, is due, not from the preſent Nabob, but from the Perſon who inherited or got Poſſeſſion of the Perſonal Property of the late Vizir, conſequently the Demand, if made on the Begum, is not on Account of the preſent Nabob, nor would it be any Violation of the Agreement above-mentioned, ſuppoſing that Agreement to have been faithfully executed on her Part.

Reſolution propoſed by the Governor General.

“ That in Furtherance of the Reſolution of the 2d January 1775, and the Promiſe then made to the Army, the Vizier's Bonds for 10,50,000 be immediately ſent to our Reſident at the Vizier's Court, with Order to endeavour as ſoon as poſſible to obtain ſeparate Tunkaws for the Amount of this Sum, and that he collect it with all proper Diſpatch, and remit the Amount to the Preſidency, there to remain as a Depoſite * in the Company's Treaſury, until the final Reſolution of the Court of Directors may be received concerning it.

* Sic in Orig.

“ Agreed to by the Board.

See Proceedings 15th July, Page 51.

“ Read, Minute by the Commander in Chief on Fortifications and Buildings.

“ The Board moſt heartily agree with the Commander in Chief in the Opinion which he has expreſſed of the Propriety of erecting a Church in Fort William, and think it the more neceſſary that a Work of this Kind ſhould be immediately begun, not only on Account of the preſent advanced State of the Works, and neceſſary Buildings in the Fort, but becauſe the Honourable the Court of Directors have already enjoined it in their Orders of ſo remote a Date as the

“ Agreed, therefore, that the Chief Engineer be directed to form the Plan, Section, and Eſtimate of a Church, attending to the additional Purpoſes recommended by the Commander in Chief. The Foundation thereof only to be immediately laid; and that it be included in the Eſtimate of the next Year.

See Proceedings 15th July, Page 55.

“ Read, the Commander in Chief's Minute on the Hoſpital Contract.

“ Ordered, That at all the Military fixed Stations, ſuch as Fort William, Berhampore, Dinapore, and Futty Gur, as well as in ſtanding Cantonments, Convaleſcent Hoſpitals be eſtabliſhed under the Inſpection and Care of the Surgeons of the Corps ſerving there, for the Reception of Patients ſlightly indiſpoſed, to be removed from thence to the General Hoſpital as their Caſe may require.

* Sic in Orig.
See Proceedings 15th July, Page 61.

“ Read, Minute by the Commander in Chief's * Minute under the Head of Adjutant General.

“ Mr. Francis.—The preſent Adjutant General's Allowances are as follow:

“ 36 Rˢ per Day, Pay and Batta.
“ 100 Rˢ per Month, Houſe Rent, and an Eſtabliſhment of 270 Rˢ ℘ Month, which
“ laſt, if he takes the Field, is to be increaſed to 600.

“ Amounting in all to the Sum of $\begin{cases}\text{21,180 Son}^{t}\text{ R}^{s}\\ \text{23,510 C}^{t}\text{ R}^{s}.\end{cases}$

“ I think theſe Allowances are fully ſufficient, and cannot conſent to increaſe them.

“ Mr. Wheler.—I am againſt any further Increaſe to the Eſtabliſhment of Adjutant General.

“ Mr. Barwell.—I agree to the Allowance for Writers. I do not allow it to be any Addition to the Salary of the Adjutant General; he is only the Channel through which the Salaries of the Servants, acting under him, are diſburſed. To fix a Salary and Allowances to the Station of Adjutant General, and then appropriate it, or oblige the Adjutant General to appropriate it, to pay the Writers he is forced to employ to keep up the Buſineſs of the Office, in my Opinion, would be a Mock. I therefore agree to the Recommendation; and that Sir Eyre Coote was under the indiſpenſible Obligation to make it.

Reſolution propoſed by the Governor General, and agreed to by Mr. Barwell.

“ That if the Adjutant General be allowed 800 Rupees ℘ Month, for Contingencies for Writers, in lieu of his preſent Eſtabliſhment of 90 Rupees; but that this Allowance is to ceaſe on the Departure of the Commander in Chief to any other Preſidency.

* Recorded in Proceedings of Council 15th July, Page 61.

“ Read, Minute * by the Commander in Chief on the Military Store Keeper General.

“ Agreed, That a Copy of the Minute be tranſmitted to the Board of Ordnance for their previous Conſideration.

† Recorded in Proceedings of Council 16th July, Page 77.

“ Read, Minute † by the Commander in Chief on the Surveyor General.

“ Governor General.—I moſt heartily concur in the Opinion expreſſed by the Commander in Chief, of the Diſproportion of the preſent Allowances to the Importance of this Office, and the Abilities which are requiſite to qualify the Surveyor to diſcharge the Duties of it, and on this Ground I recommend the following Eſtabliſhment:

" Salary — — 651
" Houſe Rent — — 400
" Draftſmen, Stationary, and Charges of Office to be drawn by the actual
" Charge, but limited to 600 Rupees.

" Could I hope that my Recommendation would avail, I would further propoſe, that the Merits " of the laſt Surveyor General, to whoſe uncommon Abilities, Aſſiduity, Patience, and an Intre- " pidity, approved by the many Trials to which he has been expoſed in the Courſe of the Surveys " made in his own Perſon, ſhould be again reported to the Court of Directors, that if they ſhall " approve of the Salary now recommended, it may be further ordered to take Place from the " Firſt Date of his Appointment.

" Mr. Francis.—I deſire the Secretary will ſtate the whole Allowances now drawn by the Sur- " veyor General; until I ſee that, I can give no further Opinion.

" Mr. Wheler.—I agree to it.

" Mr. Barwell.—I agree to it; and that a Recommendation be made to the Court of Directors, " as propoſed by the Governor General.

" Reſolved, That the following Eſtabliſhment be granted to the Surveyor General:

" Viz. Rup^s.
" Salary — — 651 per Month.
" Houſe Rent — 400
" Draftſmen, Stationary, and Charges of Office to be drawn by the actual
" Charge, but limited to 600 Rupees.

" That the Merits of the late Surveyor General Major Rennell, to whoſe uncommon Abilities, " Aſſiduity, Patience, and an Intrepidity, approved by the many Trials to which he has been " expoſed in the Courſe of the Surveys made in his own Perſon, be again reported to the Court " of Directors; that if they ſhall approve of the Salary now recommended, it may be further " ordered to take Place from the Date of his firſt Appointment.

" Read, the Commander in Chief's Minute on a Fund for Orphan Children.

" Sir Eyre Coote.—The Orders by the Court of Directors and the Board, under this Head, to " be * publiſhed. As I find the Sums which may ariſe from the Deduction of 10 ℔ Cent. on the " Pay neglected to be drawn for after Two Months, is † unappropriated, although I expect " very little from it, I beg Leave to propoſe, that it may be allotted as the Foundation for a " Fund for the Orphan Children of European Soldiers, until ſome more ſufficient Proviſion is " made for theſe deſtitute Children, whoſe Caſe I recommend to the Board, and propoſe that the " Paymaſters of Brigades, with the Authority of the Commanding Officer, do reſtrain ‡ this Money, " and keep a ſeparate Account of it. (See Page 244.)

* Sic in Orig.
† Sic in Orig.
‡ Sic in Orig.

" Agreed, That a previous Trial be made of the Expedient recommended by the Commander in " Chief; and that the further Conſideration of the Subject be deferred till the Reſult of it be " known.

" Read, Minute by the Commander in Chief on the * Depot of Proviſion for Fort William.

* See Proceedings 15 July, P. 47.

" Governor General.—Having received frequent Remonſtrances from the Agent for this Depot, " concerning the heavy Loſſes and Inconveniences to which he is ſubjected by the indefinite Term " of his Agency, which obliges him to purchaſe the different Articles of the Stores at the current " Prices of the Markets, and in ſuch Quantities as are ſpecified in the preſcribed Liſts, which in " Times of Scarcity can neither be procured of equal Qualities as in Seaſons of Plenty, nor " without an Increaſe in the Price, ſometimes even greatly exceeding the Rates preſcribed in the " Table formed by the Board, the Governor General recommends, that the Agency be converted " into a Contract, and be fixed for the Term of Five Years. The Governor General deſires his " Motion to be inſerted in this Place; but to prevent any Delay in paſſing the Reſolutions required " by the Subjects expreſsly ſubmitted to the Board by the Commander in Chief in his Minute, he " deſires that the Opinion of the Board may be received upon it in Circulation.

" Read, Minute by the Commander in Chief in Reply to the Reference made to him on Captain " Renny's Pretenſions to command a Battalion of Sepoys from Seniority.

Recorded in Proceedings 26 July, P. 80.

" Letter from Captain Renny.

Capt. Renny's inclosing Certificates.

" To Sir Eyre Coote Baronet, Commander in Chief of the Forces, &c.

" Sir,

" In Conſequence of the General Orders, all Addreſſes from Officers to the Board are to come " through the Channel of the Commander in Chief; I therefore take the Liberty of incloſing you " an Addreſs, with a few Certificates of my Conduct as an Officer, and requeſt you will be pleaſed " to lay them before the Honourable Board.

" I hope, Sir, you will take my long Service into Conſideration, and grant your kind Aſſiſt-" ance in relieving me from an Anxiety of Mind I have laboured under for theſe many Months.

" I have the Honour to be, with due Reſpect,
" Sir,
" Your moſt obedient and
" Moſt humble Servant,
" Calcutta,
" the 30th March 1779. (Signed) " George Renny,
" Cap^{n} 1ſt Regiment."

Capt. Renny.

" To the Honble. Warren Haſtings Eſquire, Governor General, and the Supreme Council.

" Honble. Sir and Sirs,

" As I am informed that my Repreſentations to your Honourable Board are now under your " Conſideration, I beg Leave to incloſe in this the ſeveral Certificates granted to me by the Field " Officers, under whom I had the Honor to ſerve, which I hope will have due Weight with you, " and remove the Grievances I labour under.

" I have the Honour to be, with due Reſpect,
" Honble. Sir and Sirs,
" Your moſt obedient and
" Humble Servant,
" Calcutta,
" the 30th March 1779. (Signed) " George Renny,
" Cap^{n} 1ſt Regiment."

* Sic in Orig.

Major Auchmuty's Certificate.

" I do certify, That Captain George Renny having * ſerved for near Four Years under my " Command in the 1ſt Brigade, during which Time, as an Officer, he always acquitted himſelf to my " Satisfaction on every Duty.

" Camp near Futty Ghur,
" the 5th January 1779. (Signed) " A. Forbes Auchmuty,
" Major."

Major Blair's Certificate.

" To Captain Renny, 1ſt Regiment of Infantry.

" Sir,

" I have received your Letter, ſetting forth the Injury you conceive yourſelf to have " ſuſtained by your Name being paſſed over in the Appointments to Battalions of Sepoys, and " requeſting a few Lines in Support of your Character as an Officer.—If your Obſervation is " well founded, that this Superceſſion has taken Place without any Cauſe whatſoever, I cannot " help agreeing with you, that it is a manifeſt Prejudice to an Officer, as I have always conſi-" dered it as an eſtabliſhed Rule of the Service, that Battalions of Sepoys were diſpoſed of accord-" ing to Seniority.

" I am happy to have it in my Power to teſtify, that, for the ſeveral Years which you ſerved " under my Command, you have always acquitted yourſelf as an Officer to my Satisfaction ; and I " ſhall be glad that if, in doing you this Piece of Juſtice, I can contribute in removing the Grievances " you complain of.

" I am, Sir,
" Your obedient and
" humble Servant,
" Cawnpore,
" January 14th, 1779. (Signed) " William Blair."

Lieut. Colonel Wilding's Certificate.

" To Capt^{n} George Renny, of the Firſt Regiment.

" Sir,

" I have been favoured with your Letter of the 15th inſtant ; and am, in Reply, to inform you " that during the Time I had the Honour of commanding the Regiment to which you belonged, " near the Space of Two Years, you never gave me Cauſe to diſapprove your Conduct reſpecting " the Line of your Duty as an Officer under my Command.

" I have the Honor to be,
" Sir,
" Your moſt obed^{t} Servant,
" Camp Futty Ghur,
" 17th Jan. 1779. (Signed) " B. Wilding."

Lieut. Colonel Hampton's Certificate.

" I do certify, That Captain George Renny has ſerved in the 1ſt Brigade, during the Time " I had the Honor to command the ſame, in every Reſpect to my Satisfaction as an Officer ; and " who did command the Regiment for ſome Time.

(Signed) " Sam^{l} Hampton,
" Camp near Cawnpore, " Lieut^{t} Col^{l} commanding
" 4th February 1779. " the 1ſt Brigade."

“ To Captⁿ Geo. Renny.

Lieut. Colonel Upton's Certificate.

“ Sir,

“ At your Requeſt, I do certify, and with much Pleaſure, That during the Time you ſerved in “ the 2d Battalion of the 1ſt Regiment, when commanded by me, you ever diſcharged your Duty “ as an Officer entirely to my Satiſfaction.

“ I am, Sir,
“ Your moſt obedient
“ humble Servant,
(Signed) “ J. Upton.”

“ Chunar Gur,
“ 13th February 1779.

“ To Capᵗ G. Renny.

General Stibbert's Certificate.

“ Sir,

“ I have received your Letter of the 13th inſtant, requeſting I would ſignify to you the Pro- “ priety of your Conduct as an Officer ſince my Return to India.

“ In Reply, I am to inform you, that I have always heard that you have always done your Duty “ as a good Officer. In which Light I have lately mentioned you to the Supreme Board.

“ I am, Sir,
“ Your obedᵗ humble Servant,
(Signed) “ G. Stibbert.”

“ Hᵈ Qʳˢ, Futta Ghur,
“ February 18th 1779.

“ Mr. Francis.—If, in eſtabliſhing a general and permanent Regulation, I thought myſelf at “ Liberty to be guided ſolely by Motives of perſonal Confidence and Reſpect, I ſhould acquieſce in “ the Propoſition, becauſe I am ſure that every Power veſted in the preſent Commander in Chief “ will be executed by him with the moſt perfect Impartiality.

“ I beg to be underſtood, to object to the Propoſition on a general Principle, and no other. “ I think that Seniority of Military Service ſhould give a Title to Preferment, againſt which no “ perſonal Choice or Preference ſhould be allowed to prevail in any Caſe, in which the Senior “ Officer cannot be appointed without Danger, or great Inconvenience to the Service. An Ob- “ jection, made by the Commander in Chief, ſhould be ſufficient to ſet him aſide; and the “ next on the Liſt ſhould be appointed.

“ Mr. Wheler.—I agree to the Motion as qualified in Mr. Francis's Minute.

“ Mr. Barwell.—I aſſent.

“ Governor General.—I aſſent.

“ Read, Minute by the Commander in Chief, on erecting a Military School at Poonamalee.

“ Agreed to recommend it to the Court of Directors in the next Diſpatch.

See Proceedings 16 July, Page 80.

“ Read, Minute by the Commander in Chief under the Hᵈ Fᵗ Wᵐ.

See Proceedings 15 July, Page 51.

“ Ordered, That the Chief Engineer be directed to form a Plan and Eſtimate of the Buildings “ recommended in the Commander in Chief's Minute, and that he include it in the enſuing “ Year's Eſtimate.”)

§

(No Signature at the End of the Conſultation.)

Read, from Book 433, the following Extract of a Conſultation, dated 2d September 1779.

☞ [“ Fort William, 2d September 1779.

Thurſday.

“ At a Board of Inſpection; Preſent,
The Honourable Warren Haſtings Eſq. Governor General, Preſident;
Richard Barwell and Edward Wheler, } Eſquires.
Mr. Francis indiſpoſed. Lieutenant General Sir Eyre Coote abſent at Gyhretty.

“ 31ſt Auguſt 1779.

Governor General's Minute on the Subject.

“ The Governor General having carefully peruſed the Emendations for the Bullock Contract, propoſes the following Alterations:

“ Inſtead of the 12th Article, he propoſes, that the Contractor ſhall be obliged to replace every Bullock diſcharged, dead, ſtolen, killed, or taken by the Enemy; viz.

Any Number not exceeding	12,	in 6 Hours	Under a Penalty of 16 Sicca Rˢ for each deficient Bullock.
Dᵒ — —	24,	in 12 Hours	
Dᵒ — —	40,	in 2 Days	
Dᵒ — —	60,	in 4 Days	
Dᵒ — —	100,	in 6 Days	
Dᵒ — —	200,	in 8 Days	

“ This is intended to proportion the Penalty more accurately to the Deficiency.

“ After Art. 18, to be added the following Clauſe:

“ And it ſhall be lawful for the Governor General and Council, at any Period after the Expiration of 18 Months from the Date of the Contract, to reduce any Part of the above Eſtabliſhment, giving previous Notice of 6 Months to the Contractor, at the Expiration of which Time the Reduction ſhall take Place; and to indemnify the Contractor for the Loſs which he ſhall ſuſtain by the ſuperfluous Stock which will lie in his own Hands, and by the Deprivation of ſuch Part of his Contract, he ſhall be allowed for each reduced Bullock at the Rate of 13 Sicca Rupees per Annum, for the remaining Term of his Contract. For Example; if, at the Expiration of 1½ Year from the Date of his Contract, he ſhall have Orders to reduce the Eſtabliſhment to 5700 Bullocks, he ſhall be allowed at the Expiration of 2 Years from the Date of his Contract, for the reduced Number, being 1000, an Indemnity of 39,000 Sicca Rupees.

“ This Clauſe is propoſed as a Proviſion for any Reduction of the Eſtabliſhment, which may be thought neceſſary during any intermediate Term of the Contract, no ſuch Proviſion being made in the Emendations.

“ The Rate propoſed for the Indemnity is founded on the following Computation:

“ The Capital Stock of the Contractor is ſtated to be 2,50,000 Rupees, which, divided by 6700, the Number of Bullocks on the actual Eſtabliſhment, is about 37 Ruˢ 4 Aˢ for each Bullock; on which is propoſed to be allowed, if diſcharged at the Expiration of 4 Years from the Date of the Contract, One Half of the Prime Coſt, being 8 Rˢ Indemnity, allowed for the ſuperfluous Stock on Hand, and the Deprivation of the Profit for One Year, 25 ⅌ Cent. on the aſſumed Capital for 1 Year, 25 ⅌ Cent. on the aſſumed Capital of — 37 4 — — 9 8

Total Indemnity for One Year — — — — — 17 8

“ By the ſame Computation the Indemnity for 2 Years will be 27
3 Years - 36 8
4 Years - 46

“ By the propoſed Indemnity, the Contractor will receive for each Bullock, for the ſame reſpective Periods, as follows:

For 1 remaining Year — — 13
For 2 remaining Years — — 26
For 3 remaining Years — — 39
For 4 remaining Years — — 52

“ And this Mode, being the leaſt intricate, is therefore preferred.

“ The Governor General propoſes, that the Securities offered by Mr. Croftes be accepted, and that the Groſs Penalty of the Contract be fixed at 4 Lacks of Sicca Rupees.

(Signed) “ W. Haſtings.”

Mr. Francis.

“ The foregoing Papers were returned by Mr. Francis without any Opinion, that Gentleman being too much indiſpoſed to read them.

Mr. Wheler.

“ Mr. Wheler made the following Remark:—Seen the 1ſt of September.

Mr. Barwell.

“ Mr. Barwell now delivers his Opinion as follows:—I agree to the Governor General's Propoſitions.

Reſolution in Conſequence.

“ Reſolved accordingly, That the Alterations propoſed by the Governor General be made in the Contract for ſupplying the Army with Bullocks; that Meſſrs. Johnſon and Petrie be accepted as Mr. Croftes's Securities; and that the Groſs Penalty of the Contract be fixed at Four Lacks of Sicca Rupees.

Mr. Francis's and Mr Wheler's Minute on the propoſed Bullock Contract.

“ The following Minute from Mr. Francis and Mr. Wheler, having been received by the Secretary on the Evening of the 31ſt ultimo, was circulated the next Day, and is now read, with the Papers accompanying it.

“ 31ſt Auguſt 1779.

“ Minute from Mr. Francis and Mr. Wheler.

“ We have great Reaſon to complain of the uncommon Hurry and Precipitation with which the propoſed Contract, for ſupplying the Army with Draught and Carriage Bullocks for Five Years, has been engroſſed, and brought before the Board to be executed on Thurſday the 26th inſtant.

“ Conſidering the very extraordinary Charge which the Company is to incur by this Contract, and the Number of new and intricate Clauſes and Proviſions of which it conſiſts, it was the Secretary's Duty to have prepared a Draft of the Contract, and to have ſubmitted it to the Approbation of the Board, before he gave Directions to the Attorney for having it engroſſed. This neceſſary Form not having been obſerved, we have not a ſufficient Time allowed us to conſider every Article of the Contract with the Attention it deſerves; but this ſhall not prevent our laying before the Board ſuch Remarks as immediately occur to us, in Hopes that they may ſtill be early enough to induce the other Members to weigh the Subject more deliberately, and not to put their Names to an Inſtrument in which, as we think, the Company's Intereſt is entirely ſacrificed, and their Orders flatly diſobeyed. If, nevertheleſs, a Majority of the Board ſhould perſiſt in their Intentions to execute the Contract, we ſhall have done as much as depends upon us at preſent by ſtating our Objections to it, and ſhewing the Conſequences that muſt attend it, ſuppoſing the Contract to take Effect.

" We have already referred to the Company's Inſtructions relative to Contracts in general; but as we find that in the Year 1770 the Court of Directors had entered into a very minute Inquiry concerning the particular Contract for furniſhing Draught and Carriage Bullocks, we beg Leave to annex a Copy of the Orders they gave at that Time, from which we ſhall only quote the following Words in this Place, that the Members of the Board, who have it in Contemplation to give away the Contract for Five Years, may know at the ſame Time that they are ſetting the Company's Authority at Defiance.

" It is our expreſs Order, and we hereby poſitively direct, that you do not fail every Year to ' advertiſe for, and receive ſuch Propoſals as may be offered for ſupplying the Troops with Pro' viſions, and for furniſhing Draught and Carriage Bullocks to be employed with our Army; and ' that you do in all Caſes accept thoſe Propoſals which may appear the moſt reaſonable in Point ' of Charge.' General Letter, 23 March 1790, Paragraph 134.

" The annexed Paper, N° 2, contains a Compariſon of the Expence of the preſent Eſtabliſhment of Bullocks, ſuppoſing it compleat according to the Contract now exiſting, with that which is to be created by the propoſed Contract. By this it appears, that the former is Sicca Rupees 13,786 3 per Month, and the latter Sicca Rupees 58,629, making the enormous Difference or Increaſe of Sicca Rupees 44,842 13 per Month. On this Footing the Bullock Contract will coſt the Company no leſs than Current Rupees 8,16,120 per Annum for Five Years certain, or Current Rupees 40,80,600. And this exceſſive Charge cannot, according to the Terms o f the Contract, be reduced a ſingle Rupee during the Five Years, at the ſame Time that Openings are deſignedly left to increaſe it conſiderably.

" We ſolemnly proteſt againſt every Attempt to load the Company with ſuch an immoderate Expence, and particularly againſt the Intention to fix it irrevocably for any Term of Years.

" In the Contract now exiſting, and in all the former Bullock Contracts, a Clauſe has been invariably inſerted, by which the Company, or the Government here, or even the Colonels of the Brigades, had a Power reſerved to them of diſcharging any Number of ſuperfluous or unneceſſary Bullocks, giving One Month's Notice to the Contractor; but no ſuch Clauſe is inſerted in the intended Contract, ſo that the Company muſt at all Events keep up the entire Number of Six thouſand ſeven hundred Bullocks for Five Years, or at leaſt pay for them under every Change of Circumſtances whatſoever, and even though they ſhould find it neceſſary to reduce or new model their Army in the mean Time.

" In the propoſed Contract, no Diſtinction is made between Draught and Carriage Bullocks, or whether within or without the Provinces, every Bullock is to be paid for at the Rate of Sicca Rupees 8 12 per Month, or Sonat Rupees 9 2 3¼, including the Drivers.

" By the preſent Contract, without the Provinces, a Draught Bullock, employed
or unemployed, is — — — — — — Sont Rs 5 0 0
" Carriage ditto ditto ditto — — — — — — 3 10 0
" Draught and Carriage unemployed within the Provinces — — Sont Rs 2 9 6
—and for this he feeds them, and finds them in Drivers, Pads, Ropes, &c.

" The Difference between the Two Rates is ſo extraordinary, that we imagine no Member of the Board, who gives his Attention to the Subject, will ever conſent to it.

3d Article. " In the 3d Article of the Propoſals, it is ſtated, that condemned Bullocks ſhall be thrown on the Hands of the Contractor, but without any Penalty, which we think there ought to be, conſidering how much the Service may ſuffer, and that he is allowed Twelve Sicca Rupees per Annum for every Bullock in the Army to make good Loſſes that may happen by the Enemy, Death, Rejection, &c. beſides a Bounty of Ten Sicca Rupees for every extra Bullock found upon Notice given.

4th Article. " He is to incur a Penalty of Three times the actual Bazar Price of the Grain, if the Bullocks are not victualled agreeable to the Terms of the Contract; this latter Part the Commanding Officer of Brigade, and Commanding Officer of Artillery, may certify on the Bills; but as the Commiſſary General is to be the Check, how is he to know the actual Bazar Price of Grain at the ſeveral Stations. We think it would be much better to have the Penalty fixed at a certain Rate.

5th Article. " By the 5th Article, the Contractor is to be paid by extra Bills for any Increaſe of Food given to the Bullocks by Order of the Commanding Officer; this we think highly unreaſonable, as the Terms of the Contract are in themſelves already much too liberal, and it is the Intereſt of the Contractor that his Bullocks ſhould be properly fed.

9th and 10th Articles. " The Expence of Drivers, Sirdar Drivers, Bridles, Picket Ropes, Pads, &c. was never before charged to the Company.

11th Article. " Loſſes by forced Marches, or over loading, are to be made good to the Contractor; he is allowed a Sicca Rupee per Month for each Bullock, to make good Loſſes by the Enemy, Death, Rejection, &c. Every Bullock that dies will be drawn for on either of thoſe Accounts. It is difficult to aſcertain the Fact; but if the Clauſe is admitted, at what Rate is the Commiſſary General to allow within and without the Provinces for Draught and for Carriage Bullocks, which have died owing to thoſe Two Cauſes? And what Proof or Evidence is he to accept, that the Death of the Bullock was owing to one or other of the above Cauſes?

14th Article. " Is it meant that the Bullocks loaded with Grain for feeding the other Bullocks, are to be at the Expence of the Company? If not, there was no Occaſion for this Article, as they always have been, and muſt be, allowed to attend the Army.

15th Article. “ The Bounty of Ten Sicca Rupees for every extra Bullock found in a certain Time, as expreſſed in this Article, is unneceſſary, at leaſt the Sum propoſed is a great deal too much. By the preſent Contract nothing is allowed for the Purchaſe of Bullocks, unleſs required within a Month's Notice; and if on ſuch Emergency, the uſual Price of Bullocks ſhould be thereby enhanced, he is allowed for any extra Price that may have been actually paid more than Son^{t} R^{s} 12 8 0 for each Draught Bullock, and 8 Son^{t} Rupees for each Carriage Bullock; but if he does not pay more than thoſe Prices, he is to be allowed nothing. In the Bounty there is no Diſtinction made between extra Draught and extra Carriage Bullocks; the former ought ſurely to coſt more than the latter, at leaſt there has been always a Difference both in the Price and Charges of feeding hitherto. Conſidering the Time allowed in the 15th Article, no Bounty ſhould be given; the Contractor is ſufficiently rewarded by the Increaſe, without any other Emolument.

16th Article. If the Bills are not preſented by the Contractor's Agent to the Officers, whoſe Duty it is to counterſign them within a certain Number of Days after the Muſter, the Contractor ſhould be liable to a Deduction of 10 per Cent. Many Irregularities are produced from Bills being drawn ſometimes Ten and Twelve Months in Arrears. After the Words, “ that the Bills ſhall not lay above “ Eight Days in the Commiſſary General's Office,” it ſhould be added, “ unleſs he has Occaſion “ to make Reference to the Officers who have counterſigned the Bills,” as this will neceſſarily occaſion ſome Delay.

19th Article. “ In order to enable the Contractor to execute this moſt lucrative Contract, he is to have the Value of Three Fourths of his Stock advanced to him out of the publick Treaſuries, when he may require it; and by the following Article we are to provide him with a Piece of Ground for keeping his Cattle. As we know not in what Terms to expreſs our Diſapprobation of theſe extravagant Conditions, we ſhall content ourſelves with ſtating them for the Company's Obſervation.

20th Article. “ The Penalty of 50 Sicca Rupees for every Bullock hired from Officers Civil or Military, ſeems to us a nugatory Clauſe, thrown in for no other Purpoſe but to give the Contract an Air of Rigour, which by no Means belongs to it; ſuch a Penalty can never be enforced.

“ To conclude;—we ſuggeſt theſe curſory Remarks to the Board, as fatal to the propoſed Contract on its own Principles, and excluſive of the Illegality of granting a Contract on any Conditions for the Term in Queſtion. Many other Objections, we doubt not, would occur to Perſons better verſed in the Subject than we are; but what has been ſaid, we truſt, will be ſufficient to juſtify to the Company, and to the Publick in general, the Part we have taken, or may hereafter take, in reſiſting ſo enormous and unprecedented a Waſte of the Company's Property.

(Signed) “ P. Francis.
“ Edw^{d} Wheler.”

No. I.

“ Company's General Letter, 23d March 1770.

Par. 134. “ It is our expreſs Orders, and we hereby poſitively direct, that you do, not fail every Year to advertiſe for and receive Propoſals as may be offered for ſupplying the Troops with Proviſions, and for furniſhing Draught and Carriage Bullocks to be employed with our Army; and that you do, in all Caſes, accept thoſe Propoſals which may appear the moſt reaſonable in Point of Charge: And you are alſo to take Care that in all your Advertiſements, a ſufficient Time be allowed before the Expiration of the Contract which may then ſubſiſt, or the Time which you may limit for receiving Propoſals for ſuch Contract.

135. “ And in order to prevent Abuſes in future, we direct, that the Commanding Officer of our Troops at your Preſidency do require from every ſubordinate Officer in the ſeveral Departments, every Fourteen Days or oftener, a Report of the Number, Size, and Condition of the Draught and Carriage Bullocks, furniſhed for and employed with the Army; and that he do report the ſame to the Preſident and Council monthly or oftener as Occaſion may require; and if the Bullocks ſhould at any Time be deficient, he ſhall fully explain to what Cauſe ſuch Deficiencies may be juſtly attributed, whether to Want of Size, Neglect of Feeding, Miſmanagement, or other Abuſe, or to unavoidable Caſualties or other Circumſtances, ſuch as Length of Time in Service, the Nature of ſuch Service, or otherwiſe; and he is alſo to inform himſelf, and ſignify to our Preſident and Council at the ſame Time, in all Caſes according to the beſt of his Judgement, how Defects of every Kind, relative to Bullocks in the Service, may be remedied. (a)

(a) Vide ſupra, P. 1341.

No. II.

" COMPARISON between the Expence of the preſent and propoſed Bullock Contracts.

" Propoſed Contract.

	Sonaut Rs.	Sicca Rs.	Current Rs.
4000 Draft 2700 Carriage } Bullocks, at 5 : 12 — —	—	38,525 —	
A Driver to every Two Bullocks is 3350, at 5 —	—	16,750 —	
A Sirdar Driver to every Six Pair of Bullocks is 550 Sirdar Drivers, at 6 — — — —	—	3,354 —	
Total Monthly Expences of the propoſed Contract	—	58,629 —	
" Preſent Contract Terms, and Number of Bullocks with the Army, ſuppoſing the ſame Number with the temporary as with the 1ſt Brigade in the Field, agreeable to the Eſtabliſhment.			
640 Draft Bullocks with the 1ſt Brigade in the Field 640 Dº with temporary Brigade			
1280 Draft Bullocks, at 5 — — —	6,400 —		
1125 Dº with the Two Brigades at the Preſidency and Burrampore 36 Dº with the Light Infantry			
1161 Draft Bullocks, at 3 : 7 — — —	3,990 15		
306 Carriage Bullocks with the 1ſt Brigade 306 Dº with the temporary Brigade			
612 Carriage Bullocks, at 3 : 10 — — —	2,218 8		
550 Carriage Bullocks with the Two Brigades at the Preſidency and Burrampore 14 Dº with the Light Infantry			
564 Carriage Bullocks, at 3 : 3 — — —	1,797 12		
Total Monthly Expence of the Bullocks for the Army ℔ the preſent Contract, ſuppoſing the Eſtabliſhment compleat — — —	14,407 3	13,786 3	
Difference of Expence betwixt the preſent and propoſed Contract, monthly, Sicca Rupˢ —	—	44,842 13	
Total Expence of the propoſed Contract per Annum, according to the fixed Eſtabliſhment, and excluſive of all additional Allowances provided for in the ſaid Contract, C. Rˢ — —	—	—	8,16,120 —
Ditto for Five Years, C. Rˢ — — —	—	—	40,80,600 —

Read,

Read, alſo, from the ſame Book, the following Extract of the ſame Conſultation.

Governor General's Information. [“ The Governor General informs the Board, that he ſhall deliver a Reply to the Minute of Mr. Francis and Mr. Wheler, above recorded, which he deſires may have a Place in this Conſultation.]

Secretary's Information. * Sic in Orig. § (“ The Secretary acquaints the Board, that he has prepared an Addreſs on the Subject of that Part of that * Part of the foregoing Minutes reſpecting himſelf, which he begs Leave to lay before them; and it is accordingly read as follows:

LR. No 309. “ To the Honourable Warren Haſtings Eſquire, Governor General, &c. Members of the Board of Inſpection.

“ Honble. Sir and Sirs,

“ It is with much Concern I perceive in the Minute of Mr. Francis and Mr. Wheler, of the 31ſt Auguſt, a Diſapprobation expreſſed of my Conduct, on the Occaſion of my having brought before the Board on Thurſday laſt, the propoſed Contract for ſupplying the Army with Draught and Carriage Cattle, engroſſed and ready for Execution. As ſuch an Opinion ſtanding on the publick Records, without ſome Explanation of the Circumſtance from me, may imply a Conviction of Delinquency, I hope I ſhall be pardoned for troubling the Board with the following Repreſentation on the Subject. I am ſenſible at the ſame Time, that I am guilty of ſome Irregularity in offering Remarks on the Minutes of any individual Members; but the Occaſion, I hope, will juſtify the Irregularity, and that I ſhall have their Excuſe for this Addreſs.

“ On the 16th of Auguſt I received from the Secretary of the Military Department, the Emendations for a new Contract for the Draught and Carriage Cattle of the Army, which had been propoſed by the Commander in Chief, accompanied with an Extract of the Board's Proceedings in that Department, approving the Plan, and directing that an Offer ſhould be made to the preſent Contractor of engaging with him on the Terms therein preſcribed, inſtead of the Contract at that Time in Force. In Conſequence of this Order, I immediately wrote to the Contractor in the Terms of it, and his Anſwer, accepting the Propoſal, was laid before the Board on the 19th of laſt Month, and ſtands recorded in that Day's Conſultation. In the ſame Letter, the Contractor requeſted that the new Contract might be drawn in the Name of Mr. Charles Croftes, to which the Board agreed;—Mr. Francis diſſenting from the Reſolution. Inſtructions were of Courſe given to the Company's Attorney to prepare the neceſſary Deeds; and when they were ready, I peruſed them with the greateſt Attention, compared them with the Plan which had been reſolved upon, and on the 26th of laſt Month I laid them before the Board, with a Report, containing ſuch Obſervations as had occurred to me upon them. In that Report I ſpecified the Variations which had been made from the Plan; the Clauſes tranſlated from the old to the new Contract, which had not been done away or affected by the Emendations; and I believe the Contract to be drawn in ſtrict Conformity to the Reſolutions and Intentions of the Board, the Variations above-mentioned excepted. I was aſked by Mr. Francis, Whether the Clauſe in the former Contract, which empowered the Governor General and Council, or the Commanding Officer of any Brigade or Detachment, during the Term of it, to diſcharge whatever Number of Bullocks they might think ſuperfluous or unneceſſary for the Uſe of the Army, on giving One Month's Notice, in Writing, of ſuch Intention to the Contractor, or his Agent, was introduced into the new one; or whether the Company were obliged to keep up the Whole of the propoſed Eſtabliſhment during the Period of Five Years? I replied that it was not introduced in the new Contract, as that Clauſe had been annulled by the 15th Article of the Plan, which expreſly ſtipulates, that ‘ the Number of 4000 Draught, and 2700 Carriage Bullocks, being the Eſtabliſhment required, ſhall be kept in Pay during the Term of the Contract.’ Upon this the Governor General deſired that the Conſideration of the Subject might be deferred, and he would reviſe the propoſed Articles of Agreement; and it was not the Intention of the Board, as I underſtood, that the Preſentment of them on that Day ſhould be minuted. I am ſorry, therefore, it ſhould have been thought neceſſary to take Notice of this Circumſtance. The Governor General's propoſed Alterations were ſent in Circulation before the Delivery of Mr. Francis's and Mr. Wheler's Minute to me, though both were received the ſame Day.

“ If there was any Hurry or Precipitation in drawing the Contract, it was, I preſume, rendered neceſſary by that Clauſe of it, which obliges the Contractor to provide the whole Eſtabliſhment of Bullocks within a certain Time from the Day of its Execution; every Day's Delay protracted the Operation of the Contract, and the Publick Service might ſuffer from the Suſpenſion. Could I have imagined, however, that there were any new Clauſes or Proviſions, which had not undergone the Conſideration of the Board, and been finally ſettled previous to the Tranſmiſſion of them to me to be communicated to the Contractor, and his Acceptance of them required; I ſhould moſt certainly have thought it incumbent on me to have ſubmitted a Draft of the Contract to the Board for their Approbation, before it was engroſſed; but I conceived that nothing more remained, than for me to receive the Contractor's Anſwer, to give Inſtructions for drawing the Deeds, and, when drawn, to ſee that they were conformable to the Plan. I could have no Idea that any Part of it was to be reviſed at this Board. The Board were not

" however precluded, merely becauſe the Contract was copied fair, from making any Alterations
" in it they might have thought proper.") (a)

(Signed at the End of the Letter)
" J. Baugh."

(And at the End of the Conſultation)
" Warren Haſtings,
" Richd Barwell,
" Edwd Wheler."

The Managers for the Commons deſired, that the Whole of the above Conſultation of the 2d September 1779, might be entered in the Appendix (b), for the Purpoſe of ſhewing that the Governor General did not record in it any Reply to Mr. Francis's and Mr. Wheler's Minute above-mentioned: And informed the Houſe they ſhould next examine Mr. Hudſon, to prove, that, as far as he had ſearched the Records of the Company, no ſuch Reply did appear.

Q. Have you found any ſuch Minute of Mr. Haſtings—Have you ſearched the Books for that Purpoſe?

A. I have.

Q. In the Reſult, have you found ſuch a Minute?

A. No, I have not.

Q. (*Croſs-examined.*) Did you find a Letter of Genl Stibbert's?

The Managers for the Commons objected, that the proper Time for the Counſel for the Defendant to introduce the ſame, if it exiſted, would be on the Defence.

The Counſel for the Defendant waived the ſame for the preſent.

Read, the following Extract of a Conſultation of the 16th September 1779, from the ſame Book.

☞ " Fort William, the 16th September 1779. Thurſday.

" At a Board of Inſpection; Preſent,
The Honourable Warren Haſtings Eſquire, Governor General;
Edward Wheler Eſq.
and
Lieut. Genl Sir Eyre Coote K. B.
Meſſrs. Barwell and Francis indiſpoſed.

Mr. Francis's Minute on the Two Contracts.

" On the 9th inſtant the Secretary received the following Minute and accompanying Papers from Mr. Francis, which he immediately circulated to the other Members of the Board;

" Board of Inſpection, 9th September 1779.

" Mr. Francis.—In Addition to the Remarks contained in Mr. Wheler's Minute and mine of the 31ſt of Auguſt on the propoſed Bullock Contract, I beg Leave to lay the annexed Papers before the Board, and to requeſt the Attention of the Members to the Calculations contained therein, before any further Steps are taken in this Buſineſs. Calculations of this Nature ought to have accompanied the Plan in the firſt Inſtance, that the Board might know what they were doing, and not be hurried blindly into Engagements, of the Extent, Conſequences, and Expence of which they could not poſſibly have formed an Idea.

" The annexed Papers (Number 1 and 2,) ſhew the full Amount of all the Draft and Carriage Bullocks neceſſary for the compleat Service of the Three intire Brigades, ſuppoſing them all in the Field; by which it appears, that the Number of Bullocks propoſed to be kept up for Five Years, exceeds what the whole Army on a compleat War Eſtabliſhment would require by 2769. Theſe ſupernumerary Bullocks, therefore, if they are maintained, will have nothing to do; there are not Guns or Carriages for them to draw; there is literally nothing for them to carry. But before this Time, who ever heard of keeping up a compleat War Eſtabliſhment of Bullocks without actual Service in any Part of the Provinces? What are the Bullocks to do at the Preſidency? What are they to do at the different Cantonments? In Truth, I might with great Reaſon aſk (with the Exception of a very moderate Number) what Occaſion have we for an Eſtabliſhment of Bullocks any where? When they are wanted, they may be hired or preſſed, as in Fact they have been hitherto, notwithſtanding the Contracts. But, admitting that ſome Eſtabliſhment ought to be maintained, it will be difficult to aſſign a good Reaſon why it ſhould exceed the Complement neceſſary for the Troops in the Field. Suppoſing a Third of the Army to be maintained on a War Eſtabliſhment, the Number of Draft and Carriage Bullocks, taken together, ought not to exceed

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(a) Vide Appendix, No CXCII.

(b) Vide Appendix, ibid.

1,310.—On this Principle, which of itſelf would lead us into an exorbitant Expence, the propoſed Contract is to maintain 5,390 Bullocks more than can be wanted, which, for Five Years, at the new Contract Rates, will be found to amount to the enormous Sum of Current Rupees 32,82,510, abſolutely given out of the Company's Treaſury, or ſquandered without any Neceſſity or Service whatſoever.

“ N°. 3. contains a Calculation of the Difference of Expence between the propoſed Eſtabliſhment and that which would be neceſſary for the whole Army in the Field calculated at the new Contract Rates; even on this extravagant Principle, the Expence would fall ſhort of the propoſed Contract by near Seventeen Lack of current Rupees in Five Years.

“ N°. 4. ſhews what the Expence of a compleat Eſtabliſhment for the whole Army would amount to if calculated at the preſent Contract Rates.—The Difference between this and the propoſed Rates and Numbers, amounts in Five Years to no leſs than C^t R^s 30,48,854, or very near 305,000 l. Sterling.

“ If a Majority of the Board, with ſuch glaring Facts before them, can entertain a Thought of proceeding farther in the propoſed Contract, I cannot hope that they will pay the leaſt Regard to any Obſervations I can make upon it.—To acquit myſelf nevertheleſs of the Duty I owe to the Company on this important Occaſion, I think it right to ſtate the following general Conſiderations.—My preſent ill State of Health will not allow me to go ſo deep into the Subject as I ſhould do at another Time.

“ Although no Evil is more ſeverely felt, yet there is not apparently any leſs attended to than the Number of Followers of the Army; they conſiſt of a Multitude of predatory Vagrants, and whatever tends to increaſe their Number, tends to embarraſs and impede the Service. Proviſions and Forage are not only rendered conſtantly dearer than they need be, but frequent Scarcity of both are occaſioned by this Rabble, which thereby bring into imminent Danger the Safety and Exiſtence of the Troops.

In this View, the Number of Bullock Drivers propoſed appears to be highly detrimental to the Good of the Service.—It would not be credited in Europe, that Twelve Bullocks ſhould require Seven Keepers—but this is not the Extent of the Evil—Some at leaſt of thoſe Seven carry along with them their Families; thoſe have their Attendants, with Bullocks or Tattoes to carry their Proviſions, and thoſe muſt have Drivers, who alſo muſt have Proviſions.—Thus the Number of Followers encreaſes beyond Calculation. Meaſures tending to reduce their Numbers would be uſeful indeed, and deſerving of the higheſt Applauſe; but what ſhall we ſay of Schemes which manifeſtly tend to increaſe them? What Effect can they have but to increaſe the Confuſion of our Camps, to enhance the Difficulties of procuring Forage and Proviſions, to extend and weaken the Line of March, and in the End to make your Army little better than a Convoy for your Baggage!

“ Having not had it in my Power to enter into a particular Conſideration of the new victualling Contract, I take this Opportunity of declaring, that I entirely concur in Mr. Wheler's Remarks upon it. I find it is formed upon the ſame exorbitant Principles with the Bullock Contract, and to be executed by the ſame Perſons;—that is, a Variety of concealed Intereſts are to be provided for under the Name of Mr. Croftes. On this Part of the Subject I muſt obſerve, that the Two Contracts ought not on any Account to be in the ſame Hands. No One Perſon is equal to the Conduct of Two ſuch extenſive Concerns.—In the ſecond Place, I muſt declare that the preſent Contractors, whoever they are, are the moſt improper Perſons that could be choſen for the like Truſt in future. The Contracts never were ſo ill executed as by the preſent Contractors. Their Bullocks have never been ready or fit for Service when called upon, and the Proviſions to the Europeans, particularly the Beef, has been ſuch as muſt have produced a Mortality among them if they had eaten it. The Contractor has never given an Ounce of Mutton to the Europeans in Fort William ſince February laſt; in Conſequence of which they have uſually taken Cowries in lieu of the Carrion Beef with which he would have ſupplied them.

On the Increaſe of the Rates in both Contracts, there is one general Obſervation to be made, which I think muſt ſtrike every Man converſant in publick Buſineſs. In engaging for the Supply of any Article whatſoever, the Contractor proportions his Rate or Price to the Quantity of the Thing demanded. If he ſupplies a little, his Rate or Price muſt be proportionably higher; if he ſupplies a great deal, he can afford to reduce his Terms, ſince the Profit upon the Whole compenſates for the Reduction on the Rate of the ſpecific Articles. In the propoſed Bullock Contract this univerſal Principle is manifeſtly reverſed. The Number of Bullocks, on the Pay of which the Contractor's Profit is to ariſe, is increaſed in nearly the Proportion of Seventeen to Nine, and the Period during which the Contract is to endure is enlarged from One Year to Five. One would expect from this Increaſe of the Period and the Number that the Rates would have been proportionably diminiſhed. On the contrary, however, the Company will find that the rated Pay of each individual Bullock, counting the Draft and Carriage Bullocks together, is double what it was. Upon the Whole, the Terms, voluntarily contrived and given by Government, are ſuch as I preſume no Man living would have preſumed to have demanded, if the Contract had been advertiſed in the Manner preſcribed in the Company's moſt peremptory and repeated Orders.

(Signed) “ P. Francis.”]

N°. I.

§ (" Proportion of Ordnance for One Brigade, conſiſting of One Regiment of Europeans, 11 " Battalions of Sepoys; and a Detachment of the Corps of Artillery, ſhewing the Number of " Draught Bullocks neceſſary for dragging its Train, and for that of the whole Army.

" 4	12 Pounder Braſs Guns, with Carriage,	10 Bullocks to each	40
" 28	6 Pounder Braſs Guns, with Carriage,	8 Bullocks to each	224
" 4	$5\frac{1}{2}$ Inch Howitzer,	6 Ditto	24
" 29	Tumbrils, Ammunition loaded,	10 Ditto	290
" 1	Ditto Treaſure,	10 Ditto	10
" 2	Carts, Artificers,	10 Ditto	20
" 1	Waggon for Gin,	16 Ditto	16
	" Spare Carriages and Tumbrils.		
" 1	for 12 Pounders,	8 Ditto	8
" 7	for 6 Ditto,	6 Ditto	42
" 1	for $5\frac{1}{2}$ Inch Howitzer,	6 Ditto	6
" 7	Tumbrils,	6 Ditto	42
			722
	" Allow One Spare to every 6 Bullocks		120
	" Complement of Draught Bullocks for One Brigade on Service		842 3
	" Ditto for Three Brigades		2,526
	" 2 Six Pounder Guns " 1 Tumbril	Independant Chittagong Battalion	30
	" 2 6 Pounder Guns " 1 Tumbril	Battalion of Light Infantry	30
	" Total Draught Bullocks neceſſary for the Field Ordnance of the whole Army, ſuppoſing it in Motion on actual Service		2,586

" According to the Eſtabliſhment of 1777, the Complement of Ordnance for a Brigade on " Service was 26 Pieces; ſince that Period 2 Twelve Pounders and 2 Howitzers have been added, " which, with the 6 Guns of the Three Battalions of the temporary Brigade that are to be incorporated into each of the other Brigades, makes the preſent Proportion 36 Pieces.

N°. II.

" Calculate of Carriage Bullocks, neceſſary for carrying the Muſquet Ammunition and " Military Stores attached to a Brigade on Service, ſuppoſing it to be of the Strength ſpecified in " N°. 1. ſhewing the Number neceſſary for the whole Army, ſuppoſing it to be in Station.

" 196	Carriage Bullocks will carry 392 Barrels of Muſquet Ball Ammunition, each " Barrel containing 800 Rounds to *	3,13,600
	" Suppoſing a Brigade to conſiſt of 9,580 Men, and that 8,500 of them are fit " for Service, they will carry in their Pouches, at 24 Rounds ℔ Man,	1,70,000
	" Total Muſquet Cartridges for a Brigade on Service	4,83,600
" 50	Carriage Bullocks will carry 100 Sixty lb. Barrels of Powder, being the uſual Proportion for the Service	
" 130	Carriage Bullocks (with 20 Haccaries, which are not provided by the Contractor) it is " believed are ſufficient for the Carriage of the other Stores in the Magazine. N. B. " Excluſive of the above Haccaries, the Captains of Battalions and Quarter Maſters " are allowed 18, and the Surgeon Majors 10 Haccaries.	
" 376		
" 63	Spare Bullocks in the Proportion of One to Six.	
" 439	Total Number of Carriage Bullocks neceſſary to be provided by the Contractor for One Brigade on Service.	
" 879	Add for Two other Brigades on Service.	
" 1317	Total Carriage Bullocks for Three Brigades.	
" 14	Allow for the Chittagong Independant Battalion.	
" 14	Allow for the Battalion of Light Infantry.	
" 1345	Grand Total Carriage Bullocks.	

* Sic in Orig.

N°. III.

N°. III.

" Calculate of the extra Expence that would be incurred by Excess in the Number of Bullocks and Drivers, supposing no Excess in the Rates proposed.

" 4000 Draught " 2700 Carriage	Bullocks, at 8 12 (S. R.) or 9 2 3 $\frac{75}{11}$ (Sont. R.), including Drivers Wages, as proposed, ℔ Month — — —	S. R.	58,629 0
6700			
" 2586 Draught " 1345 Carriage	Bullocks necessary for the Train of the whole Army, at the above Rate ℔ Month - — —		34,401 4
" 3931	Monthly Difference Sicca R.		24,227 12
	" Annual Difference		2,90,733 0

" Difference that would be occasioned in Five Years by mere Excess of Bullocks, at the Rates proposed, S. R. 14,53,665, or C. R. 16,86,251 6 5.

N°. IV.

" Comparison between the Expence of the proposed Contract, and the necessary Number of Bullocks for the Army at the present Contract Rates; supposing Half the Troops to be without, and the other Half within the Provinces, and the Whole on actual Service.

" Proposed Contract Establishment, as before stated per Month	S. R.	58,629 0 0
" Present Establishment.		
" 1293 Draft Bullocks without the Provinces, at 5 R.	6,465 0	
" 673 Carriage D°. D°. at 3 10 — —	2,439 10	
" 1293 Draft } within the Provinces, at 3 7 — —	4,444 11	
" 672 Carriage } within the Provinces, at 3 3 — — —	2,142 0	
Sonaut Rupees	15,491 5 or	14,823 10 0
" Monthly Difference,	S. R.	43,805 6 0
" Annual Difference,		5,25,664 8 0
" Difference in Five Years, S. R. 26,28,322 8, or C. R.		30,48,854 1 7

" Proof of the Difference.

" Annual Expence of the proposed Contract, S. R. 7,03,548, or C. R. 8,16,115 10 11, which for Five Years is — C. R.	40,80,578 6 7
" Annual Expence of the present Establishment, according to the present Contract Rates, S. R. 1,77,883 8, or C. R. 2,06,344,13 9$\frac{3}{5}$, which for Five Years is — — — — —	10,31,724 5 0
" Difference as above, Cur. R.	30,48,854 1 7") §

☞ Mr. Wheler's Minute on the Bullock Contract.

[" Mr. Wheler delivered the following Minute in Addition to the foregoing in Circulation from Mr. Francis.

September 14th, 1779.

" Mr. Wheler.—In Addition to Mr. Francis's Account, I beg leave to present the accompanying Calculate (N°.5.) in order to demonstrate, that even upon the extravagant Supposition of the Necessity of keeping up a constant Establishment of 6,700 Bullocks, an Excess of Expence will arise in Five Years, from the exorbitant Increase of the Contract Rates, of no less than Current Rupees 23,44,191 8 5, being above Two hundred and thirty-four thousand Pounds Sterling; and having established this Fact, which, with what Mr. Francis had said, sufficiently exposes the Complexion of this Transaction, and cuts off every possible Plea of Justification, I have at present only to add, that I join Mr. Francis in reprobating the projected Contract, as a Measure big with the most ruinous Consequences to the Company.

Nº. V.

" CALCULATE of Surplus Expence that would ariſe from the Increaſe of Rates, ſuppoſing the whole Number of Draught and Carriage Bullocks, ſpecified in the propoſed Contract, to be neceſſary, and One Half of that Number to be without, and the other Half within the Provinces.

	Sᵗ Rˢ A.	Sᵗ Rˢ A. P.	Curᵗ Rˢ
4000 Draught } 2700 Carriage } Bullocks, being the propoſed Contract Eſtabliſhment, as ſpecified in Nº III. — — —	—	58,629 – –	—
2000 Draught Bullocks of the Provinces, at the preſent Contract Rate, 5 Sonaut Rupees each	10,000 –	—	—
2000 Dº within the Provinces, at the preſent Contract Rate, at 3 7 each — — —	6,875 –	—	—
4000 Total Draught Bullocks propoſed ℔ Month, at the preſent Contract Rates — — —	16,875 –	—	—
1350 Carriage Bullocks without the Provinces, at the preſent Contract Rate, 3 10 each —	4,893 12	—	—
1350 Dº within the Provinces, at the preſent Contract Rate, at 3 3 each — — —	4,303 2	—	—
2700 Total Carriage Bullocks propoſed at the preſent Contract Rates ℔ Month — —	9,196 14	—	—
Monthly Expence of the propoſed Contract Eſtabliſhment of Draught and Carriage Bullocks, at the preſent Contract Rates — — —	26,071 14 or	24,948 1 4 88/111	
Monthly Difference between the propoſed and preſent Contract Rates — — —	—	33,680 14 7 58/111	
Yearly Difference — — —		4,04,170 15 2 104/111	
Total extraordinary Expence that would be occaſioned in Five Years, by the mere Increaſe of Rates, ſuppoſing no Exceſs in the Number of Bullocks propoſed — — —	—	20,20,854 12 2	or 23,44,191 8 4

(Signed at the End of the Conſultation)

Warren Haſtings,
Edwᵈ Wheler." (a)

(a) Vide Appendix, Nº CXCIII.

Read, alſo, a further Extract from the ſame Book and ſame Conſultation, as follows:

Contract of Mr. Croftes for providing and feeding Draft and Carriage Bullocks and Camels for the Uſe of the Army.

" Articles of Agreement, indented, had, made, concluded, and fully agreed upon, this First Day of September, in the Year of our Lord Chriſt One thouſand ſeven hundred and ſeventy-nine, between the United Company of Merchants of England trading to the Eaſt Indies, of the One Part, and Charles Croftes of Calcutta, in the Province of Bengal, Gentleman, of the other Part, in Manner and Form following; (that is to ſay,)

" Whereas the ſaid Charles Croftes hath propoſed to and agreed with the Governor General and Council of the Preſidency of Fort William, acting for and on the Part and Behalf of the ſaid United Company, to furniſh and provide for the Uſe of the Army and Troops in the Service of the ſaid United Company, on the Bengal Eſtabliſhment, ſuch certain Number of Draught and Carriage Bullocks as herein-after is mentioned, and ſuch a Number of Camels as ſhall or may be wanted for the Service of the ſame Army, during the Space of Five Years, commencing from the Day of the Date of theſe Preſents; and alſo for the Feeding and Keeping ſuch Bullocks and Camels in fit and good Order and Condition to perform ſuch Work as they ſhall reſpectively happen to be wanted for, during ſuch Space of Time as aforeſaid, as well within the Provinces of Bengal, Bahar, and Oriſſa, as in all other Parts and Places without the ſame Provinces, wherever ſuch Army or Troops ſhall happen to be and require the ſame; as alſo to find Drivers and Attendants for the ſame Draught and Carriage Bullocks and Camels, and all ſuch neceſſary Harneſs and Accoutrements as ſhall or may be wanted for the ſame, and as herein-after is particularly mentioned, he the ſaid Charles Croftes being paid by the ſaid United Company, their Succeſſors, and Aſſigns, on the ſame ſeveral Occaſions, the ſeveral Sums of Money herein-after for that Purpoſe expreſſed, at ſuch Times, and in ſuch Manner, and ſubject to ſuch Terms and Conditions as herein-after are particularly mentioned and ſet forth. Now theſe Preſents witneſs, That he the ſaid Charles Croftes, for the Conſiderations aforeſaid, and for and in Conſideration of the ſeveral Sums of Money ſo agreed to be paid to him by the ſaid United Company as herein-after is mentioned, and of other the Covenants, Conditions, Articles, and Agreements, on the Part and Behalf of the ſaid United Company, to be obſerved, performed, fulfilled, and kept, doth for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, covenant, promiſe, and agree, to and with the ſaid United Company, their Succeſſors and Aſſigns, that he the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, ſhall and will, at his and their own proper Coſts and Charges, from the Day of the Date of theſe Preſents, for and during the full End and Term of Five Years now next enſuing, well and truly find, provide, and ſupply to and for the Uſe of ſuch the Army aforeſaid, in Manner herein-after mentioned, Four thouſand Draught Bullocks, and Two thouſand and ſeven hundred Carriage Bullocks, of ſuch reſpective Standards, Size, and Age as herein-after is mentioned; (that is to ſay), That every Bullock ſo to be provided, either for Draught or Carriage, ſhall be at leaſt Twelve Hands and a Half, or Fifty Inches in Heighth, above the Age of Four Years, and under the Age of Six Years, and to be continued in the Service until the Age of Twelve Years, and no longer; and alſo ſhall and will find and provide to and for the Uſe of ſuch the Troops and Army aforeſaid, all ſuch and ſo many Camels as they the ſaid United Company ſhall want or ſtand in Need of during the Term of Five Years aforeſaid, in Addition to the Number of Camels which the ſaid United Company are now already poſſeſſed of: And the ſaid Charles Croftes, for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth further covenant, promiſe, and agree to and with the ſaid United Company, their Succeſſors and Aſſigns, that every Carriage Bullock, ſo to be provided by him in purſuance of his Covenant herein-before for that Purpoſe contained, ſhall be of ſufficient Strength, Power, and Ability to carry on his Back a Burthen of One hundred and ſixty Pounds Weight, excluſive of his Pad; and that the Draught Bullocks ſo to be provided in Manner aforeſaid, ſhall be of ſuch Strength and capable of ſuch Work as herein-after is mentioned; (that is to ſay), that Twenty-four of ſuch Bullocks ſhall be able to draw and accompany the ſaid Army on common * Merches with a Twenty-four Pounder Gun, Eighteen Bullocks with an Eighteen Pounder Gun, Twelve Bullocks with a Twelve Pounder Gun, Six Bullocks with a Six Pounder, Four Bullocks with a Three Pounder, Fourteen Bullocks with an Eight Inch Howitzer, Ten Bullocks with a Five and Half Inch Howitzer, Six Bullocks with a Four Inch and Two Fifths of an Inch Howitzer, Fourteen Bullocks with the common Army Waggon, and Ten Bullocks with a Tumbrill: And alſo that the ſaid Four thouſand Draught Bullocks, and the Two thouſand and ſeven hundred Carriage Bullocks, ſo to be ſupplied and provided, ſhall within the Term of Six Months from the Date of theſe Preſents, be all and every of them ready and provided and at Hand, at ſuch reſpective Places as the Train Bullocks are now ſtationed, or at ſuch other Parts and Places as the Commander in Chief of ſuch Army, for the Time being, ſhall direct and appoint by Notice in Writing for that Purpoſe to be given; and all and every ſuch Bullocks, when and as often as the ſame ſhall be offered and tendered for Service by the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, at all Times within the ſaid Space of Six Months, ſo limited for the providing the ſame, ſhall immediately be received and muſtered, and examined whether fit and able for Service, and of the Standard Size and Age herein-before for thoſe Purpoſes particularly mentioned and expreſſed, in order that Payment may be made to the

* Sic in Orig.

ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, for all ſuch Bullocks reſpectively, from the Day of their being ſo muſtered and received into the Service, and ſhall then and there be muſtered and examined whether fit and able for Service, and of the Standard Size and Age herein-before for thoſe Purpoſes particularly mentioned. And the ſaid Charles Croftes, for himſelf, his Heirs, Executors, and Adminiſtrators, doth further promiſe and agree with the ſaid United Company, that in caſe of any Failure or Default made by the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, in the providing and ſupplying and having ready the ſaid reſpective Number of Four thouſand Draught and Two thouſand and ſeven hundred Carriage Bullocks, at the reſpective Places and Stations, and within the Term above ſtipulated and allowed for the providing the ſame, that then, and in that Caſe, he the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, to the ſaid United Company, the Sum of Sicca Rupees Ten, by Way of Forfeiture, for every Bullock (whether Carriage or Draught) which ſhall be ſo wanting and deficient out of the ſame ſeveral and reſpective Complements of Four thouſand Draught and Two thouſand and ſeven hundred Carriage Bullocks, to be provided and ſupplied as aforeſaid. And it is hereby declared, covenanted, and agreed, by and between the ſaid Parties to theſe Preſents, that the Commanding Officers of Artillery, and the Commanding Officers of Trains, for the Time being, under the Commanders of the reſpective Brigades of the Army of the ſaid United Company, ſhall be and are hereby conſtituted and appointed General Inſpectors and Examiners of the ſame Bullocks, and of each and every of them, with full Power and Authority for them the ſaid Officers reſpectively, under whoſe reſpective Charge the ſaid Bullocks ſhall be placed, to inſpect and examine the ſame Bullocks, and afterwards to report to the Commanding Officers of the reſpective Brigades, for the Time being, the full Particulars of the ſame Bullocks and every of them, as to their and each of their Fitneſs and apparent Ability to perform the reſpective Services for which they were provided; and in caſe the ſaid Inſpectors, or any or either of them, ſhall report to ſuch Commanding Officers or Officer as aforeſaid, that ſuch Bullocks ſo provided, or any or either of them, are or is unfit or incapable of the Service for which they the ſame Bullocks or Bullock have or hath been reſpectively deſigned and provided, that then and in that Caſe the ſame Bullocks or Bullock ſo objected to, ſhall be examined by Three other Perſons; that is to ſay, by One Perſon to be appointed on the Part of the Commander in Chief, One on Behalf of the Commanding Officer of the Train, and One on the Part of the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, which Perſons ſo appointed ſhall have full Power and Authority, and are hereby declared to have full Power, Licence, Liberty, and Authority to try and examine all and every ſuch Bullocks and Bullock objected to, and either to deem fit and approve, or to reject the ſame, as they, or any Two of them, ſhall ſee proper; and in caſe the ſame Bullocks, or any or either of them, ſhall be ſo rejected, then the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, ſhall, within the Space of Twenty Days after ſuch Bullocks or Bullock ſhall have been ſo rejected and diſmiſſed, find and provide, in the Lieu and Stead thereof, a like Number of fit and proper Bullocks, ſo as always to make up and complete the Numbers expreſſed in the Covenant of the ſaid Charles Croftes herein-before for that Purpoſe contained; and the ſaid Charles Cruftes doth hereby further promiſe and agree with the ſaid United Company, that in caſe any or either of ſuch Bullocks ſhall be ſo rejected, to provide and find other fit and proper Bullocks in the Place or Stead of all ſuch as ſhall or may be ſo rejected, within the reſpective Times herein-after for that Purpoſe mentioned, and according to the Number which may be wanted on ſuch Occaſion, under and ſubject to the Payment of the ſeveral Penalties herein-after for that Purpoſe expreſſed and agreed upon in Default of the ſame Bullocks, or any or either of them, being ſo found and provided; (that is to ſay), that he the ſaid Charles Croftes, his Executors, Adminiſtrators or Aſſigns, ſhall and will find and provide any Number of Bullocks, not exceeding Twelve, in the Space of Six Hours from the Time of ſuch Rejection of any unfit and improper Bullocks; or ſhall and will find and provide Twenty-four Bullocks within the Space of Twelve Hours; and ſhall and will find and provide any Number of Bullocks, not exceeding Forty, in the Space of Two Days from the Time of ſuch Rejection as aforeſaid, Sixty Bullocks in Four Days, One hundred Bullocks in the Space of Six Days, and Two hundred Bullocks in the Space of Eight Days: And in caſe of any Failure or Default to be made by the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, on the finding and providing other fit and proper Bullocks in the Place and Stead of all and every ſuch Bullock which may be, ſo rejected as aforeſaid, he the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, ſhall and will well and truly pay to the ſaid United Company, their Succeſſors or Aſſigns, a Penalty or Forfeiture of Sixteen Sicca Rupees, for each and every Bullock which ſhall be wanting and deficient to complete and make up the Number of Bullocks ſo to be required in the Place and Stead of thoſe to be rejected, in Manner afore-mentioned: And it is hereby further covenanted and agreed, by and between the ſaid Parties to theſe Preſents, that all ſuch Bullocks, when and as ſoon as the ſame ſhall have been provided and approved as herein-before is mentioned, ſhall be marked in the Preſence of ſome Officer of the Artillery, whom the Commanding Officer for the Time being may think proper to appoint for that Purpoſe, with the Mark of the ſaid United Company, and alſo with a Letter or further Mark, to denote the Year in which ſuch Bullock ſhall have been received, together with ſome further Mark or Figure to denote his Age. And the ſaid Charles Croftes doth for himſelf, his Executors, Adminiſtrators, and Aſſigns, covenant, promiſe, and agree, to and with the ſaid United Company, their Succeſſors and Aſſigns, that he the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, having ſo found and provided the ſaid reſpective Numbers of Four thouſand Draught and Two thouſand and ſeven hundred Carriage Bullocks as aforeſaid, ſhall and will well, at his and their own proper Coſts and Charges, feed, maintain, ſupport, and keep the ſame Bullocks in good Health, and at all Times fit for the Uſe and Service of the ſaid Army, during the ſaid Space or Term of Five Years; and ſhall and will find and provide for and allow to each and every ſuch Bullock, Food and Provender of the beſt Sorts, Kinds, and Qualities, which can be had or procured, and in the reſpective Quantities following; (that is to ſay), to each Bullock Three Seers of the Gram for each Day, when the Army ſhall not be on a March, together with a proper Quantity of Fodder, and when the Army ſhall be on March, the Quantity of Four Seers of Gram, and on halting Days Three Seers of Gram, and Five Seers of Straw or Graſs: And the ſaid Charles Croftes for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth further promiſe and agree, that in caſe the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, ſhall at any Time, during the Continuance of theſe Preſents, neglect to ſupply and allow to each and every Bullock ſuch reſpective Quantities and Allowances of Food and Provender as aforeſaid, that then the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, ſhall and will, for every ſuch Neglect or Omiſſion, well and truly pay to the ſaid United Company, their Succeſſors or Aſſigns, a Sum of Money equal to Three times the Bazar or Market Price of every Seer of Gram which ſhall have been deficient or wanting to complete the full Allowance which ought to have been given to each reſpective Bullock as abovementioned. And in caſe the Officer, for the Time being, holding the Command of the ſaid Army of the ſaid United Company, or of any Detachment or Part thereof, with which ſuch Bullocks or any of them ſhall be on Service, ſhall deem it expedient to order that an Increaſe of Food ſhall be allowed to the Bullocks on ſuch Service, then the ſaid Charles Croftes doth for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, covenant, promiſe, and agree, to and with the ſaid United Company, their Succeſſors and Aſſigns, that he the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, ſhall and will, on the Receipt of ſuch Orders or Notice in Writing for that Purpoſe delivered to him, his Executors, Adminiſtrators, or Aſſigns, or to any Deputy or Agent of the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, attendant on the ſame Buſineſs, well and truly provide for, and give and allow to, ſuch Bullocks, all and every ſuch further and additional Quantity of Food and Provender, as ſuch Commanding Officer ſhall think proper to direct and order for the ſame; which Order, ſo to be delivered as aforeſaid, ſhall ſpecify the additional Quantity of Food ſo to be provided, and ſhall be uſed and received by the ſaid United Company, and their Agents, Succeſſors, and Aſſigns, as a good and ſufficient Voucher on the Part of the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, for his or their drawing for the additional or extra Supply of Food, to be paid for by the ſaid United Company, at the Rates herein-after mentioned: And the ſaid Charles Croftes, for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth further covenant, promiſe, and agree, to and with the ſaid United Company, their Succeſſors and Aſſigns, that he the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, ſhall and will furniſh and keep a Driver or Keeper to every Pair of Bullocks, whether Draught or Carriage, for the Purpoſe of attending and keeping, and loading or unloading the ſame Bullocks, together with One other Perſon, as a Sirdar or Head Man, to every Six Drivers or Keepers, to oblige the ſame Drivers or Keepers reſpectively to a due Diſcharge of their Labour and Duty; which ſaid Drivers and Keepers, and their Sirdars or Head Men, ſo to be employed as aforeſaid, ſhall be muſtered with the Bullocks, when and as often as the ſame Bullocks ſhall be muſtered, and a Return be made of ſuch Drivers or Keepers, and Sirdars, in like Manner as ſhall be made of the Bullocks, each of which Drivers or Keepers ſhall be found and ſupplied by the ſaid Charles Croftes, his Executors, Adminiſtrators or Aſſigns, once in every Three Months during the Continuance of theſe Preſents, with a Pair of Shoes, a blue Turban, and blue Commerband, together with a driving Staff and Six Cubits of Rope, the ſame Articles of Dreſs and Accoutrements to be equal and agreeable to a Muſter or Pattern for the ſame, to be approved by the commanding Officer of the Artillery for the Time being, where the ſame Bullocks ſhall be uſed: And the ſaid Charles Croftes, for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth further promiſe and agree, to and with the ſaid United Company, their Succeſſors and Aſſigns, that he the ſaid Charles Croftes, his Executors, Adminiſtrators, and Aſſigns, ſhall and will, during the Continuance of theſe Preſents, well and truly pay, or cauſe to be paid, to each and every of the Sirdars and Head Men aforeſaid, the monthly Wages or Sum of Six Sicca Rupees, and to each Driver or Keeper Five Sicca Rupees, in Manner following; (that is to ſay) Four Sicca Rupees, Part of the ſaid Five Sicca Rupees, ſo to be paid to each Driver, ſhall be paid to ſuch Driver on the Field, in the Preſence of any ſuch Officer or Perſon as the Commanding Officer of Artillery, or the Officer of the Trains, ſhall think proper to appoint to ſee to ſuch Payments, and the remaining One Rupee to be kept by the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, to enable him or them to purchaſe and ſupply each Driver, once in every Three Months, with one of each of the above Articles of Dreſs and Accoutrements; and alſo that he the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, ſhall and will find or provide for all and every ſuch Draught Bullocks, when ready for Muſter at the Times and Places herein-before covenanted and agreed on, good and ſufficient Bridles and Picket

Ropes, and for the Carriage Bullocks a Pad Bridle and Picket Rope for each and every of them, agreeable to a certain Muſter or Pattern for the ſame, which ſhall be approved of by the commanding Officer of Artillery for the Time being: And the ſaid Charles Croftes doth hereby, for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, further covenant, promiſe, and agree to and with the ſaid United Company, their Succeſſors and Aſſigns, that he the ſaid Charles Croftes, his Executors, Adminiſtrators, and Aſſigns, ſhall and will, during ſuch Term of Five Years as aforeſaid, well and truly find and provide for all and every the Camels now kept, or to be hereafter kept, during the Continuance of theſe Preſents, by the ſaid United Company, or their Military Eſtabliſhment within the Provinces of Bengal, Behar, or Oriſſa, or without the ſaid Provinces, * whenever the ſaid Army, or any Detachment therefrom, may chance to be, with good, ſufficient, and proper Food and Provender, and alſo with a proper Number of Servants to attend upon, and to take due Care of ſuch Camels, and all and every of them, ſo that no further Expence ſhall ariſe or accrue to the ſaid United Company, their Succeſſors or Aſſigns, on Account of the keeping and providing with Food ſuch Camels, than what is agreed by the ſaid United Company to be paid for the ſame, as herein-after is mentioned: And alſo, that he the ſaid Charles Croftes, his Executors, Adminiſtrators and Aſſigns, ſhall and will well and truly ſuſtain, bear, and pay all Loſſes, Damages and Expences whatſoever, which ſhall or may accrue or happen during the Continuance of theſe Preſents, as well to the ſaid Bullocks as to the ſaid Camels, which ſhall be the Property of the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, whether the ſame ſhall happen and ariſe from the Attack of Enemies, or from the Death of any or either of the ſaid Bullocks or Camels, or from any other Cauſe whatever, ſave and except as herein-after is excepted, ſo that the ſaid United Company ſhall not ſuffer, ſuſtain, or be put to any other Charge or Expence whatever for the feeding of Camels, and the ſupplying and feeding of Bullocks for the Uſe of their Army in Manner afore-mentioned, other than the ſeveral Sums of Money herein-after agreed to be paid by them to the ſaid Charles Croftes for the ſame: Provided always, that in caſe any Loſſes or Loſs of the ſaid Bullocks, or any or either of them, ſhall happen by Death, occaſioned from forced and extraordinary Marches (ſuch forced March to be conſidered and taken to be any One March exceeding Eight Coſs in the Space of Twenty-four Hours), or by the overloading the ſame Bullocks, or any of them, or the compelling them, or any or either of them, to carry, at any one Time, any Weight or Burthen exceeding One hundred and ſixty Pounds; then the ſame Bullocks or Bullock, which may happen to be killed by ſuch Means, ſhall be replaced at the proper Coſts and Charges of the ſaid United Company, their Succeſſors or Aſſigns: And the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, ſhall and will, on Notice in Writing given to the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, requiring the ſame, well and truly find and provide other fit and proper Bullocks in the Place or Stead of all ſuch as ſhall or may happen to be killed, or which may at any Time be ſtolen or taken away by the Enemy, within the reſpective Times herein-after for that Purpoſe mentioned, and according to the Number which may be wanted on any ſuch Occaſions, under and ſubject to the Payment of the ſeveral Penalties herein-after for that Purpoſe expreſſed and agreed upon, in Default of the ſame Bullocks, or any or either of them, being ſo found or provided; that is to ſay, That he the ſaid Charles Croftes ſhall and will find and provide any Number of Bullocks, not exceeding Twelve, in the Space of Six Hours from the Time of ſuch Notice being delivered to him the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, or his or their certain Deputy, and ſhall and will find and provide Twenty-four Bullocks within the Space of Twelve Hours; and ſhall and will find and provide any Number of Bullocks, within Forty, in the Space of Two Days from the Time of the Delivery of ſuch Notice, Sixty Bullocks in Four Days, One hundred Bullocks in the Space of Six Days, and Two hundred Bullocks in the Space of Eight Days: And in caſe of any Failure or Default to be made by the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, in the finding and providing other fit and proper Bullocks in the Place or Stead of all ſuch as ſhall or may be killed, ſtolen, or taken away, and on ſuch Requiſitions as aforeſaid, he the ſaid Charles Croftes, his Executors, Adminiſtrators, and Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, to the ſaid United Company, their Succeſſors or Aſſigns, a Penalty or Forfeiture of Sixteen Rupees for each and every Bullock which ſhall be wanting and deficient to complete and make up the Number of Bullocks ſo to be required in Manner aforementioned. And alſo, that he the ſaid Charles Croftes, his Executors, Adminiſtrators, and Aſſigns, ſhall and will, during the Continuance of theſe Preſents, furniſh and provide, and keep in good and ſufficient Repair, Six Breaking-in Carriages to each reſpective Brigade of the Troops of the ſaid United Company, for the Purpoſe of training and maintaining in due Exerciſe, Order, and Readineſs for Service, the Draught and Carriage Bullocks, ſo to be provided as aforeſaid. And alſo, that he the ſaid Charles Croftes, his Executors or Adminiſtrators, ſhall not, nor will at any Time during the Continuance of theſe Preſents, for the Purpoſe of fulfilling the Conditions or Agreements in theſe Preſents contained, or any or either of them, either directly or indirectly, hire from or employ any Bullocks or Camels whatſoever, which ſhall or may be the Property of, or belonging to, any Officer Civil or Military, in the Service of the ſaid United Company; and that in caſe any Bullocks or Bullock, Camels or Camel, belonging to any ſuch Officer, ſhall be ſo hired or employed, then that he the ſaid Charles Croftes, his Executors, Adminiſtrators, and Aſſigns, ſhall, on Proof thereof before the ſaid Governor General and Council, well and truly pay, or cauſe to

* Sic in Orig.

be paid, to the ſaid United Company, for every Bullock or Camel ſo employed, a Penalty or Sum of Fifty Sicca Rupees: And alſo that he the ſaid Charles Croftes, his Executors, Adminiſtrators, and Aſſigns, for the Purpoſe of properly fulfilling this Contract, and the ſeveral Conditions and Agreements herein contained, ſhall and will, at his and their own proper Coſts and Charges, at all Times during the Continuance of theſe Preſents, keep a capable and ſufficient Deputy with every Detachment of the Troops of the ſaid United Company, to anſwer the Demands, and obey the Directions and Orders of the Commanding Officer of ſuch Detachments reſpectively, and to perform the Covenants and Conditions herein-before contained, on the Part and Behalf of the ſaid Charles Croftes to be done and performed; which Deputy and Deputies are reſpectively to be firſt approved by the Governor General, for the Time being, of the ſaid Preſidency, and every ſuch Deputy ſhall, before entering on the Service and Duty aforeſaid, give ſuch reaſonable Security as ſhall be required by the ſaid Governor General, not to engage in any other Trade or Buſineſs whatſoever than that of the ſaid Charles Croftes reſpecting the Matters herein-before contained. And the ſaid United Company, for the Conſiderations aforeſaid, for themſelves, their Succeſſors and Aſſigns, do hereby covenant, promiſe, and agree, to and with the ſaid Charles Croftes, his Executors, Adminiſtrators, and Aſſigns, that they the ſaid United Company, their Succeſſors and Aſſigns, ſhall and will, for and during the ſaid Space or Term of Five Years from the Day of the Date of theſe Preſents, well and truly pay, or cauſe to be paid, unto the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, for the ſaid ſeveral Number or Complements of Four thouſand Draught and Two thouſand and ſeven hundred Carriage Bullocks, the Drivers and Sirdars to keep and attend the ſame, and for the Care, Management, and Feeding of the ſaid Bullocks, and for the furniſhing and providing the ſame with Pads, Picket, and Ropes as aforementioned, at and after the ſeveral Rates and Prices herein-after mentioned and ſet forth; that is to ſay, For every Sirdar or Head Man at and after the Rate of Six Sicca Rupees for each and every Month of the Term aforeſaid, and for every common Driver muſtered with the Dreſs and Accoutrements as herein-before more particularly deſcribed, at and after the Rate of Five Sicca Rupees for each and every Calendar Month of the Term aforeſaid; for an Allowance of Three Seer of Gram ℘ Diem to each Bullock, whether Draught or Carriage, making the Amount of Two Maunds and Ten Seers for every Bullock ℘ Month, at and after the Rate or Price of One Rupee for every Twenty-four Seer, making an Allowance for each Bullock ℘ Menſem of Sicca Rupees Three and Twelve Annas; and for every Seer of Gram which ſhall be ordered and given on marching Days, beyond the uſual Allowance of Food, by Order of the Commanding Officer as herein-before ſet forth, at and after the ſame Rate of One Sicca Rupees * for every Twenty-four Seer; and for Picket Ropes and † Picket Ropes and Pads, ſo to be provided to all and every ſuch Draught and Carriage Bullocks in Manner aforementioned, at and after the Rate of One Sicca Rupee ℘ Month for each reſpective Bullock, whether Draught or Carriage, during the Term aforeſaid: And as a Compenſation for the Uſe and Hire, and of the ſame Bullocks, and for all Damages which the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, ſhall and may be liable and ſubject to from the Death of the ſaid Bullocks, otherwiſe than from any forced Marches or overloading as aforeſaid, at and after the Rate of One Sicca Rupee ℘ Month, making together in the Whole an Allowance of Five Sicca Rupees and Twelve Annas, to be paid for every Bullock ſo to be employed as herein-before mentioned, excluſive of the Wages allowed to the Drivers and Sirdars as above-mentioned: And alſo ſhall and will repay to the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, all ſuch Coſts and Charges whatſoever as ſhall or may accrue from the Death of any Bullock killed or dying either from overloading or from any forced Marches as herein-before mentioned; and alſo ſhall and will well and truly pay, or cauſe to be paid, to the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, for his Care and Management, and for the keeping and providing with Servants, as herein-before is mentioned, the Camels to be employed in the Service of the Army of the ſaid United Company, wherever the Army or Troops of the ſaid United Company may be during ſuch Time as aforeſaid, the ſeveral Sums of Money following; that is to ſay, for all and every the Camel and Camels which ſhall be the Property of, and belonging to, the ſaid United Company, the Sum of Sonaut Rupees Sixteen ℘ Menſem; and for each and every ſuch Camel and Camels which ſhall or may be the Property of, and belonging to, him the ſaid Charles Croftes, his Executors or Adminiſtrators, and which ſhall or may at any Time, during ſuch Space of Years aforeſaid, be employed by the ſaid United Company for the Service of the Army or Troops aforeſaid, the Sum of Sonaut Rupees Thirty ℘ Menſem: And the ſaid United Company do alſo covenant, promiſe, and agree to pay to the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, yearly, the Sum of Sicca Rupees Three hundred for each Breaking-in Carriage ſo to be furniſhed and provided by the ſaid Charles Croftes as herein-before is for that Purpoſe mentioned: And further, that they the ſaid United Company, their Succeſſors or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, to the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, all ſuch Sum and Sums of Money ſo to become due and owing as herein-before is mentioned, immediately on the Bill or Bills for the ſame being preſented to the Military Paymaſter of the ſaid United Company, provided that ſuch Bill or Bills be firſt ſigned by the Commanding Officer of Artillery, and be counterſigned by the Commanding Officer of the Troops or Station to which the Bullocks or Camels, for whom ſuch Pay ſhall be drawn, ſhall be attached, if ſuch laſt-mentioned

* Sic in Orig.

† Sic in Orig.

Officer ſhall be of ſuperior Rank to the Commanding Officer of Artillery, and not otherwiſe; and alſo be certified by ſuch Officers paſſing and allowing the ſame Bills and Bill as juſtly due, according to the Terms of theſe Preſents, within Four Days after the Muſter of ſuch Bullocks and Camels, which Bills, when certified as aforeſaid, ſhall paſs as Vouchers through the Office of the Commiſſary General for the Time being, within the Space of Eight Days, and the Amount that ſhall be thereupon certified to be due ſhall be paid by the Military Paymaſter of the ſaid United Company for the Time being, or his Deputy, on the Preſentment of the ſame as herein-before mentioned: And for the greater Convenience of the ſaid Charles Croftes, his Executors, Adminiſtrators, and Aſſigns, it is hereby declared and agreed, that all ſuch Bills ſo certified in Manner aforeſaid, ſhall be paid or diſcharged, either at the Place or Places reſpectively where the ſame ſhall become due, or at the Preſidency of Fort William, at the Will and Option of him the ſaid Charles Croftes, his Executors, Adminiſtrators, and Aſſigns: And further, that they the ſaid United Company, their Succeſſors or Aſſigns, ſhall and will, from Time to Time, and at all Times during the Continuance of theſe Preſents, immediately on Application being made for the ſame, well and truly furniſh and provide the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, with all and every ſuch and ſo many good and ſufficient Eſcort and Eſcorts as may be neceſſary for conveying in Safety the ſaid Bullocks and Camels to and from the Army, or to and from any Detachment thereof, as Occaſions may require; and when at or with ſuch Army or Detachment, ſhall and will find and provide for the ſame Bullocks and Camels ſuch Safeguards as the Strength of ſuch Army or Detachment will admit and allow of, the ſame to be judged of by the Commanding Officer of ſuch Army or Detachment; and alſo ſhall and will find and provide all ſuch ſufficient Eſcort and Eſcorts as may be neceſſary to attend and ſafely to convey to the ſaid Army, or any Detachment thereof, all Bullocks or Carriages loaded with Grain for the Uſe of the Draught and Carriage Bullocks, ſo to be employed in the Service of the Army as aforeſaid, all which Carriage Bullocks, ſo to be loaded with Grain, ſhall be allowed and permitted to attend and accompany the ſaid Army, or any Detachment thereof, and be furniſhed, in caſe of Danger, with ſufficient Safeguards to take Care of and defend them: And the ſaid United Company, for themſelves, their Succeſſors and Aſſigns, do further covenant, promiſe, and agree to and with the ſaid Charles Croftes, his Executors, Adminiſtrators, and Aſſigns, that they the ſaid United Company, the better to enable the ſaid Charles Croftes to purchaſe and provide proper and ſufficient Stock of Cattle for the Purpoſe of fully performing the Covenants and Agreements on his Part herein-before contained, ſhall and will well and truly lend and advance to the ſaid Charles Croftes, from the Treaſury of the ſaid United Company (on his requiring the ſame), any Sum or Sums of Money not exceeding in the Whole the Amount of Three Fourths of the Value of the Stock ſo to be provided by the ſaid Charles Croftes as herein-before mentioned; he the ſaid Charles Croftes previouſly giving good and ſufficient Security to the ſaid United Company, to the Satiſfaction and good Liking of the Governor General and Council of the Preſidency of Fort William for the Time being, faithfully to account for all and every ſuch Sum or Sums of Money ſo to be advanced to him as aforeſaid, and to permit and ſuffer the ſame Sums of Money to be deducted and retained by the ſaid United Company, their Succeſſors and Aſſigns, out of ſuch the Payments to be made by the ſaid United Company in purſuance of the Covenant herein-before on their Part and Behalf contained: And that they the ſaid United Company ſhall and will grant to the ſaid Charles Croftes, his Executors, Adminiſtrators, and Aſſigns, a good and ſufficient Spot or Piece of Ground, at ſome Place within the Diſtance of Fifteen Miles of the Preſidency of Fort William aforeſaid, not exceeding in Quantity Two thouſand Begahs, whereon to feed and keep or depaſture ſuch Cattle as Occaſions ſhall require; and ſhall and will ſeal and execute to the ſaid Charles Croftes, his Executors, Adminiſtrators, and Aſſigns, a Leaſe or Grant of the ſame Sport * or Ground during the ſaid Term of Five Years. And it is hereby further covenanted and agreed, by and between the Parties to theſe Preſents, that if at any Time, during the Continuance of theſe Preſents, the Urgency of Affairs ſhould require a further or greater Number of Draught and Carriage Bullocks for the immediate Uſe of the Army, or any Detachment thereof, than thoſe already engaged to be ſupplied as aforeſaid, then that he the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, ſhall and will find and provide the ſame, within ſuch Times as are herein-after for that Purpoſe mentioned, after Notice, in Writing, delivered to the ſaid Charles Croftes, his Executors, Adminiſtrators, Deputy, or Aſſigns, of the Want thereof; that is to ſay, That he the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, ſhall and will find and provide any ſuch additional Number of Bullocks, good and ſufficient and capable of the Duty aforeſaid, not exceeding Two hundred, within the Space of Six Weeks; any Number not exceeding Five hundred, within the Space of Two Months; any Number not exceeding Eight hundred, within the Space of Three Months; and any Number not exceeding One thouſand and ſix hundred, within the Space of Four Months: And in caſe of Default or Neglect in the Proviſion and Supply of ſuch extra Number of Bullocks, or any or either of them, to be required as aforeſaid, and within ſuch Times as aforeſaid, that he the ſaid Charles Croftes, his Executors, Adminiſtrators, and Aſſigns, ſhall and will forfeit and pay to the ſaid United Company, their Succeſſors or Aſſigns, a Penalty at and after the Rate of Sixteen Sicca Rupees for each and every Bullock ſo to be required, and which ſhall not be found and provided: And for every extra Bullock ſo to be found and provided by the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, as laſt aforeſaid, he the ſaid Charles Croftes, his

* Sic in Orig.

his Executors, Adminiſtrators, and Aſſigns, on Approval thereof as herein-after mentioned, ſhall have and receive from the ſaid United Company, their Succeſſors or Aſſigns, a Bounty or * Gratitude of Ten Sicca Rupees for every ſuch extra Bullock, which extra Bullocks when provided are to be ſubject to the ſame Regulation, Inſpection, and Power of Rejection, as the ſaid Four thouſand Draught and Two thouſand and ſeven hundred Carriage Bullocks herein-before covenanted to be found and provided, and examined and rejected or approved, as herein-before are for thoſe reſpective Purpoſes ſet forth. And it is further covenanted, declared, and agreed, by and between the ſaid Parties to theſe Preſents, that for the Purpoſe of keeping and preſerving in good Order and Exerciſe, and fit for immediate Uſe, all ſuch Bullocks as aforeſaid, the ſame Draught and Carriage Bullocks to each Brigade belonging, and when not on Service (ſtanding Camps not excepted) ſhall twice every Week perform the following Work; that is to ſay, the Draught Bullocks, with the Carriages loaded as in Service, attended by their Drivers and Sirdars, and the Carriage Bullocks, loaded with their ſtipulated Burthens, ſhall march or be worked the Diſtance of Six Coſs, or Twelve Engliſh Miles; the ſame to be done within Eight Hours, in dry Seaſon, from the Month of December to the Firſt Day of June in each Year, and the like March within the Space of Ten Hours in the rainy Seaſon; the ſame Work to be performed under the Inſpection of ſome One Commiſſioned Officer of the Artillery, to be appointed by the Commanding Officer for the Time being, which Officer ſhall, from Time to Time, report to the Commanding Officer the Performance of the Bullocks in ſuch aforeſaid Marches, and who ſhall thereupon, in the Monthly Review Roll of the Army, inſert ſuch Report, with ſuch Remark or Remarks as he ſhall judge neceſſary for the Information of the Commiſſary General for the Time being, the more effectually to enable him, ſuch Commiſſary General, to controul the Bills and Charges to ariſe or be due and payable on Account of theſe Preſents. And it is hereby further covenanted, declared, and agreed, by and between the ſaid Parties to theſe Preſents, that in caſe any of the Bullocks ſo provided ſhall be found unable and inſufficient to perform the March or Marches aforeſaid, that only Half the Pay and Allowance ſhall be paid to the Contractor for ſuch unable and inſufficient Bullocks, although ſuch Bullocks ſhall or may be of the Age, Size, and Standard herein-before ſtipulated and agreed on. And it is further declared and agreed, that in caſe of any Difference or Diſpute, touching or in anywiſe concerning the Sufficiency and Ability of any Bullock or Bullocks to perform ſuch March or Marches aforeſaid, that the ſame ſhall be finally determined by the Judgement of the Majority of the Three ſeveral Perſons herein-before mentioned to be appointed as Inſpectors of the ſame Bullocks, by which each Party ſhall finally abide. Provided nevertheleſs, that nothing herein-before contained in anywiſe reſpecting ſuch Marches, ſo to be performed for the Work and Exerciſe of the Bullocks, ſhall take Place or be enforced til † after the Expiration of Nine Months from the Day of the Date of theſe Preſents; it being the full Intent and Meaning of theſe Preſents, and the Parties to the ſame, that although the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, ſhall be allowed the ſaid Space of Nine Months to train and exerciſe the ſame Bullocks for their reſpective Labours aforeſaid ‡: Provided alſo, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that in caſe the ſaid United Company, their Succeſſors or Aſſigns, ſhall, at the Expiration of Eighteen Months from the Date of theſe Preſents, be minded or deſirous to reduce the ſaid Complement or Number of Four thouſand Draught and Two thouſand and ſeven hundred Carriage Bullocks, to any reduced or inferior Number, that then and in ſuch Caſe it ſhall and may be lawful to and for the ſaid United Company, their Succeſſors or Aſſigns, ſo to reduce the ſame, giving Six Months Notice, in Writing, to him the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, of ſuch Intention, ſpecifying alſo in ſuch Notice the Number of Bullocks to be diſmiſſed and diſcharged; at the Expiration of which Six Months, ſuch Reduction ſhall or may take Place, and not ſooner: And in caſe the ſaid United Company, their Succeſſors or Aſſigns, ſhall reduce ſuch aforeſaid Complement of Four thouſand Draught and Two thouſand and ſeven hundred Carriage Bullocks in Manner aforementioned, that then and in ſuch Caſe the ſaid United Company, their Succeſſors or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, to the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, for each and every Bullock which ſhall be ſo diſmiſſed as aforeſaid, a Compenſation or Gratuity of Thirteen Siccas Rupees for each and every Year which ſhall remain unexpired of the Term of theſe Preſents, and for which Period ſuch Bullock or Bullocks would have been employed, and retained by virtue hereof, had no ſuch Reduction as aforeſaid been made, the Sum or Sums of Money ſo to become due and owing to be paid to the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, when and as ſoon as ſuch Reduction ſhall take Place in Manner aforementioned, the ſame to be conſidered and received by the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, as a full and entire Compenſation for all Loſſes which he or they may bear or ſuffer by the ſuperfluous Stock which will remain on his or their Hands in Conſequence of ſuch Reduction, and as well as of all Damages which he or they ſhall or may ſuſtain or ſuffer by Reaſon thereof in any Manner of § wiſe. Provided alſo, and it is hereby further declared and agreed, by and between the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid United Company, their Succeſſors and Aſſigns, to lengthen and extend theſe Preſents, and the Agreements herein contained, during the Term of One Year beyond the Term of Five Years herein-before mentioned and expreſſed for the Limitation hereof, in caſe the ſaid United Company, their Succeſſors or Aſſigns, ſhall be minded or

* Sic in Orig.

† Sic in Orig.

‡ Sic in Orig.

§ Sic in Orig.

deſirous ſo to do, on One Year's Notice, in Writing, being for that Purpoſe given by the ſaid Governor General and Council, on the Part of the ſaid United Company, their Succeſſors or Aſſigns, to the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns; but it is hereby declared and agreed, that they the ſaid United Company, their Succeſſors and Aſſigns, ſhall, on or before the Expiration of Four Years from the Day of the Date of theſe Preſents, give Notice or ſome Declaration in Writing, to the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, whether they mean and intend to lengthen and extend the ſame Contract or not; and in caſe no ſuch Notice, as laſt aforeſaid, ſhall be given to the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, by or on the Part of the ſaid United Company, their Succeſſors or Aſſigns, of their Intention not to lengthen and extend the Term of the ſaid Contract, but that the ſame ſhall ceaſe and determine at the Expiration of the Term herein-before limited, then, and in that Caſe, it is hereby declared and agreed, that theſe Preſents, and all and ſingular the Covenants, Conditions, Articles, and Agreements herein-before mentioned and contained, on the reſpective Parts and Behalves of the ſaid United Company, their Succeſſors and Aſſigns, and the ſaid Charles Croftes, his Executors, Adminiſtrators, and Aſſigns, ſhall and are hereby declared and agreed to be extended, lengthened, and continued for the Space of One Year beyond the Term of Five Years herein-before limited; (that is to ſay) From the Day of the Date of theſe Preſents unto the Firſt Day of September, which will be in the Year of our Lord One thouſand ſeven hundred and eighty-five, ſubject to all and ſingular the Covenants, Proviſoes, Clauſes, and Agreements herein contained, in like Manner as if theſe Preſents had been originally made for the Space and Term of Six Years, inſtead of the Term of Five Years; and they the ſaid Parties to theſe Preſents do hereby promiſe and agree, with the others and other of them, in caſe no ſuch Notice as laſt aforeſaid ſhall be given, that they the ſaid Parties ſhall and will, on their and each of their reſpective Parts and Behalves, well and truly obſerve, perform, and keep all and ſingular the Covenants, Clauſes, Conditions, and Agreements herein-before contained on their reſpective Parts and Behalves to be obſerved, performed, and kept, during ſuch further and extended Term of One Year, as fully and amply as if the ſame had been originally made for ſuch Term of Six Years. And the ſaid Charles Croftes, for himſelf, his Heirs, Executors, and Adminiſtrators, doth further covenant, promiſe, and agree, to and with the ſaid United Company, their Succeſſors or Aſſigns, that he the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, ſhall and will, at the Expiration of theſe Preſents, well and truly deliver over to any ſucceeding Contractor, or to any other Perſon or Perſons whom the ſaid United Company, or the Governor General and Council of the Preſidency aforeſaid, for the Time being, ſhall appoint for receiving the ſame, all and every the Camel and Camels which ſhall be the Property of, or belonging to, the ſaid United Company, and which at ſuch Time as aforeſaid happen to be in the Cuſtody or Power of him the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns.

"In Witneſs whereof the Honourable Warren Haſtings, as Governor General; Richard Barwell, Philip Francis, and Edward Wheler, Eſquires, and Lieutenant General Sir Eyre Coote, Knight of the moſt Honourable Order of the Bath, as Counſellors of the Preſidency of Fort William aforeſaid, have ſigned their Names, and ſet the Common Seal of the ſaid United Company to One Part of theſe Articles remaining with the ſaid Charles Croftes, and to the other Part thereof, remaining with the ſaid United Company, the ſaid Charles Croftes has ſet his Hand and Seal, the Day and Year firſt above written.

"Sealed and delivered, where no Stamps are in Uſe or to be had, in the Preſence of } (Signed) "Charles Croftes. (a)

(Signed) { "Iſaac Baugh,
"Thoˢ Ivory."

The Managers for the Commons ſtated, they ſhould next read Part of a Letter from the Court of Directors, to ſhew their Sentiments upon this Contract.

Read, from Book 431, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council, at Fort William in Bengal, dated London, 11th April 1781; beginning at Paragraph 42 of the ſame.

Bullock Contract.

42. "The next Article of General Coote's Plan, which we ſhall notice, is intituled, Emendations for the Bullock Contract.

43. "We obſerve, that in July 1779, when the General's Emendations were propoſed to the Board, nearly Eighteen Months were unexpired of the then ſubſiſting Contract, which had been

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(a) Vide Appendix, Nº CXCIII.

concluded for Three Years, commencing the 1ſt of January 1778, and expiring the 1ſt of January 1781.

Inſpection, 8th Jan. 1778, Fol. 83.

Military Conſultation, 15th July 1779, Fol. 46 and 47.

44. " When the General introduced the Subject to the Board, he obſerved, that the Remarks offered by General Stibbert, in his Letter of the 22d of Auguſt 1778, reſpecting the State of the Draught and Carriage Bullocks, required immediate Attention; and upon that Letter the preſent Meaſure ſeems to have originated; but to our great Diſappointment, we find no ſuch Letter on your Records. You have minuted on Conſultation the 26th Auguſt, ' Read a Letter from General ' Stibbert as follows;' and ſeveral blank Pages are left for the Letter, but it is not entered.

General Conſultation, 26th Auguſt 1778, Folio 642.

45. " General Coote remarks, that being in a State of actual War, it was unneceſſary to ſet forth the indiſpenſible Neceſſity of having the Draught and Carriage Bullock Trains put in the beſt Order poſſible, becauſe the Succeſs of every Operation in War depends ſo very particularly on the good or bad Condition of the Artillery Trains; and in this Opinion we concur with the General.

Inſpection, 22d July 1779, Folio 37.

46. " We obſerve General Stibbert, in his Letter of the 6th of April, repeats his Repreſentation of the Neceſſity of coming to ſome ſpeedy Reſolution for having the Army better ſupplied with Bullocks in very ſtrong Terms; and we alſo find, that he had ventured, in ſome Degree, to anticipate that Part of your Regulation reſpecting the ſtipulated daily Allowance of Food for the Bullocks.

Bullock Contract, 11 April 1781.

47. " The Number of Bullocks to be entertained by the Terms of the Contract, the Compenſation to be made in caſe of Reduction, the advanced Price for Proviſion and Feeding, and the Term for which the Contract is extended, are Objects which demand our Conſideration. We ſhall ſtate the principal Facts on your Records, and then proceed to give our Sentiments and Inſtructions on the Points above-mentioned.

Folio 141.

48. " On your Military Conſultations of the 3d Auguſt 1779, we find the Number of Draught Bullocks to attend One Brigade in the Field, upon the Eſtabliſhment propoſed by General Coote,

is ſtated at — — — — — — —	789	} Spare Bullocks included.
The Carriage Bullocks, at — — — —	569	
	1,358	
Suppoſe Two more Brigades to be — — —	2,716	
According to this Eſtabliſhment, the Total for Three Brigades in the Field ſhould be — — — — —	4,074	
The Draught Bullocks to be provided by the new Contract are — — — — — — —	4,000	
And the Carriage Bullocks — — — — —	2,700	
The Total is — —	6,700	

49. " The Exceſs, above the Number eſtabliſhed by the General, to be attached to the Three Brigades, is 2,626.

50. " There appears to us an Inconſiſtency in this Part of your Plan, for which we cannot account; you have but Three Brigades; you have provided for a full Eſtabliſhment of Bullocks for each Brigade; you have added One to every Six as ſpare Bullocks; The Whole amounts to no more than 4,074; but you have contracted for 6,700 Bullocks to be kept in Pay, which is 2,626 more than the Service requires.

51. " In the new Contract, we obſerve, proper Regulations are formed for preventing the Admiſſion of bad Bullocks into the Service; alſo to oblige the Contractor, under a Penalty, to feed the Bullocks with a certain Quantity of Food ℘ Day, and to provide a ſtipulated Number of Drivers and Overſeers to attend them on Service.

Inſpection, 2d Sept. 1779, Folio 522.

52. " We find the Number and Monthly Expence of Bullocks with the Army in September 1779 thus ſtated on your Proceedings; viz.

Draught without the Provinces	1,280	at 5	0	Rupees ℘ Month	6,400	–
D° within the Provinces	1,161	at 3	7	D°	3,990	15
Carriage without the Provinces	612	at 3	10	D°	2,218	8
D° within the Provinces	564	at 3	3	D°	1,797	12
Total Number	3,617			Am^t ℘ Month S^t R^s	14,406	3
				Or Sicca R^s —	13,786	3

53. " By the new Contract, no Diſtinction is made between Draught and Carriage Bullocks, nor between thoſe ſtationed within and without the Provinces; but as it had been the univerſal

Cuſtom to make a conſiderable Difference in the Charge, we can by no Means approve that Part of your Regulation, unleſs the general Average had been reduced on that Account.

54. " The Expence of your Eſtabliſhment is ſtated as follows; viz.

Inſpection, 2d September 1779, Folio 523.

	N°		Sicca R°			
Bullocks	6,700	at	5 12	—	—	38,525
Drivers	3,350	at	5 –	—	—	16,750
Sirdars	559	at	6 –	—	—	3,354
			Sicca Rupees		—	58,629

55. " The Difference or Exceſs ℘ Month, compared with the then ſubſiſting Contract, is ſtated on your Proceedings at Rupees 44,842 13; and the Total Expence at Current Rupees 8,16,120 ℘ Annum.

56. " It reſts with you to prove that the Service is benefited in Proportion; otherwiſe the Meaſure muſt have our Condemnation.

57. " The late Contractor, Mr. E. A. Johnſon, being dead, we find the Offer of the Contract was made to Mr. Richard Johnſon, his Brother and Executor, and immediately accepted; but his late Brother's Share having been already transferred to Mr. Charles Croftes, and Mr. Croftes having been a Partner in the ſubſiſting Bullock and Victualling Contract, Mr. Johnſon requeſted that both the new Contracts might be made out in the Name of Mr. Croftes, which was done accordingly.

Inſpection, 19th Auguſt 1779, Folio 281.

58. " We remark, that in the Agreement of 1777, any Number of the Contractor's Bullocks might be diſcharged, upon giving One Month's Notice to the Contractor; but by the Emendation propoſed in July 1779, the whole Number of 6,700 Bullocks were to be kept in Pay during the Time of the Contract: But we obſerve, that on the 26th of Auguſt 1779, when your Secretary laid before the Board the Articles of Agreement which had been prepared by the Company's Attorney, the Governor General propoſed an additional Clauſe to the following Effect: That it ſhould be lawful for the Governor General and Council, after the Expiration of Eighteen Months, to reduce any Part of the Eſtabliſhment of Bullocks, upon Six Months Notice; that for every reduced Bullock, a Sum equal to Thirteen Rupees ℘ Annum ſhould be paid to the Contractor, during the Remainder of the unexpired Term of the Contract; and if additional Bullocks ſhould be wanted, a Bounty of Ten Sicca Rupees ℘ Head, over and above the Rates allowed for providing and feeding 6,700 Bullocks, muſt be paid to the Contractor, which additional Clauſe was agreed to by the Board.

Inſpection, 8th Jan. 1778, Folio 86.
Vide 16 Article.
Inſpection, 2d Sept. 1779, Folio 499.
504.
527.
506.
Inſpection, 16th Sept. 1779, Folio 672.

59. " We find the Company are obliged to advance and lend to the Contractor any Sum of Money not exceeding Three Fourths of the Value of the Stock to be provided; alſo to grant him a good and convenient Spot of Ground within Fifteen Miles of Fort William, not exceeding 2,000 Begahs, whereon to feed and depaſture his Cattle. On which we remark, that Three Fourths of the Amount of the Stock, appears to us an unreaſonable Advance; and that the Indulgence of ſo large a Sum, and of Land for the Uſe of the Cattle, ought to have reduced the regular Price of providing and feeding to the moſt moderate Bounds.

670.
671.

60. " From the foregoing Facts, the following Obſervations occur; viz.

" Firſt, That as the Number of Bullocks ſtated by General Coote, as neceſſary for the Draught and Carriage Trains, after adding One ſpare Bullock to every Six to be employed, amounted to no more than 4,074 for Three Brigades; the ſurplus Number of 2,626 appears to us totally unneceſſary; and therefore, unleſs it ſhall appear that we have miſtated your Propoſitions, or totally miſtaken your Intentions, the ſaid 2,626 Bullocks, if already entertained, muſt be diſcharged immediately, as they cannot be paid for by the Company.

" Second, The Compenſation agreed to be made to the Contractor for Bullocks which may be diſcharged, appears to us exceſſive and unreaſonable, and therefore ought not to be paid by the Company, nor any Part thereof exceeding the real Difference between the prime Coſt and the Amount for which ſuch ſupernumerary Bullocks may be ſold by the Contractor.

" Third, If the Contractor ſhall refuſe to diſcharge the ſurplus Bullocks, without being paid the full Compenſation ſtipulated, they muſt nevertheleſs be diſcharged, and you muſt be reſponſible for the Damage ſuſtained by the Company.

" Fourth, Upon the moſt impartial Conſideration of all the Materials before us, we candidly allow your Syſtem for the Proviſion of Cattle for the Service of the Trains to have been excellent, provided you had advertiſed for Propoſals, and thereby aſcertained the loweſt Terms procurable, with good Security for Performance of the Contract.

" But the Offer made to the Contractor for Five Years, without advertizing for Propoſals, appears to us very improper.

" Fifth, We are nevertheleſs of Opinion, that provided the Terms were reaſonable, it might not, for the moſt obvious Reaſons, be for the Good of the Service, in Time of War, to renew the Bullock Contract every Year.

61. " We therefore direct, that in future no greater Number of Draught or Carriage Bullocks be entertained, to be paid for by the Company, than ſhall be neceſſary for the Service; that the

Terms of the Contract be always advertized, One Year at leaſt before the Expiration of the ſubſiſting Contract; that the loweſt Terms, with good Security for Performance, be accepted; and that no Contract for Bullocks be, on any Account, concluded for a longer Term than Three Years.

(Signed, at the End of the Letter,)

“ London,
“ the 11th April 1781.

“ Tho^{s} Cheap,
L. Darell jun^{r},
J. Stables,
Nath^{l} Smith,
Jn. Townſon,
W. G. Freeman,
John Harriſon,
Cha^{s} Boddam,
W. Devaynes,
L. Sulivan,
Jn. Woodhouſe,
Jn^{o} Michie,
W^{m} James,
John Roberts,
Fran. Baring,
Ja^{s} Moffatt.”

The Managers for the Commons informed the Houſe, they ſhould next produce a Letter from the Court of Directors, which arrived immediately after the Signature of this laſt Contract, condemning the former One with Mr. Johnſon; and then read a Part of Mr. Haſtings's Anſwer to that Letter, to ſhew that, inſtead of obeying the Orders contained in it, he pretended to miſtake them, and did another Thing quite the Reverſe.

Read, from Book 221, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Fort William, Bengal, dated London, 23d Dec. 1778, beginning at Page 569 of the ſame Book.

95. “ In the 134th Paragraph of the Company's General Letter, dated the 23d March 1770, the Preſident and Council were poſitively directed not to fail, every Year, to advertize for and receive ſuch Propoſals as might be offered for ſupplying the Troops with Proviſions, and for feeding Draught and Carriage Bullocks to be employed with the Army; and that, in all Caſes, thoſe Propoſals which ſhould appear loweſt in Point of Charge ſhould be accepted. They were alſo to take Care, that in all Advertizements a ſufficient Time ſhould be allowed for Candidates to prepare Propoſals, before the Expiration of the ſubſiſting Contract, and before the Time limited for receiving them; and in the 39th Article of your General Inſtructions, dated the 29th of March 1774, you were expreſsly directed, not only to attend ſtrictly to the ſtanding Orders of the Company, but to ‘ all ſuch Orders and Inſtructions as the Court of Directors had tranſmitted to the ‘ Governor and Council or Select Committee at Fort William.’

96. “ In September 1777, Mr. Johnſon (who had held the Army Contract in 1775), gives in Propoſals for providing and feeding Draught and Carriage Cattle, and for victualling the Europeans. Inſtead of proceeding according to the Court's Orders, and to the eſtabliſhed Uſage of the Service, you direct Mr. Johnſon's Propoſals to be compared with the Terms of the unexpired Contract, and by the Report of your Secretary, we find them correſpond with the Terms of the ſaid Contract, except in Two Particulars; namely, that Mr. Johnſon demanded an additional Sum of One Rupee ℘ Month for feeding Camels not on actual Service, and Fifteen Rupees ℘ Month for every Camel which ſhould be his own Property, though no ſuch Stipulation had been made by the Contractor in the then ſubſiſting Contract.

97. “ Admitting, as we do, that the Increaſe of Charge to the Company was inconſiderable, your Proceedings were nevertheleſs totally irregular, and your Acceptance of Mr. Johnſon's Offers was in many Points of View a moſt deliberate Breach of your Duty; you have extended a Contract for Three Years, which was poſitively ordered to be annual; you have refuſed to advertize for Propoſals, though expreſsly commanded by the Court of Directors; and you have concluded this Contract for Three Years, upon Terms leſs advantageous than the preceding Contract, and therefore not upon the loweſt Terms procurable.

98. “ The Perſon who then held the Contract had juſt petitioned you for an Extenſion of his Term, and expreſſed his Hope of holding the Contract for Three Years. He alſo ſignified a Wiſh to be allowed Half Price for diſcharged Bullocks, and Prime Coſt for extra Bullocks procured during the March of the Army; which Regulations were not in his former Contract.

99. “ With theſe Materials before you, the Queſtion is put, Whether the Contractor's Terms, or the Propoſals of Mr. Johnſon, ſhall be accepted? Mr. Francis, in ſtrict Conformity with the Company's Orders, and according to eſtabliſhed Uſage, was of Opinion, that the Contract ſhould be advertized. Mr. Barwell thought the preſent Contractor had (the preceding Year), by making low Propoſals (to uſe his own Phraſe), ejected Mr. Johnſon, in hopes of obtaining future Indulgence, and therefore he could not heſitate to give his Vote for Mr. Johnſon.

100. “ However ſtrange Mr. Barwell's Motive for giving his Vote for Mr. Johnſon may appear to us, we muſt confeſs, the Governor General's Reaſons for concurring therein were ſtill more extraordinary. His Words are, ‘ I diſapprove of publiſhing for Propoſals; the Contract is reduced ‘ too low already, and will require a vigilant Attention to it, on the Part of the Commanding ‘ Officer of the Corps of the Army, that it be duly performed.’ To which he adds, that according

to the beſt Information he had been able to obtain, little Profit would be made by the Contractor if he did his Duty.

101. "But although the Governor General has thought proper to expreſs ſo direct and pointed a Diſapprobation of the Mode adopted and poſitively enjoined by the Company, for conducting ſo great a Branch of their Affairs as that of the Army Contract, we nevertheleſs adhere to the Propriety of the Court's Orders, and hereby renew the Injunction, that you fail not, every Year, Three Months at leaſt before the Expiration of the ſubſiſting Contract, to advertize for and receive ſuch Propoſals as may be offered for ſupplying the Troops with Proviſions, and for feeding Bullocks and Camels to be employed with the Army, and that in all Caſes you accept the loweſt, with ſufficient Security for Performance.

102. "If the preſent Contractor ſhall think proper to conform to this Regulation, and give in Propoſals lower than thoſe of any other Perſon, who ſhall offer good Security for Performance, he will be entitled to hold the Army Contract for another Year, or it may be to the End of his preſent Term; but on no other Conditions will we permit it. And if he ſhall think himſelf aggrieved, and take Meaſures in conſequence, by which the Company becomes involved in Loſs or Damage, we ſhall certainly hold the Majority of our Council reſponſible for ſuch Loſs or Damage, and proceed againſt them accordingly; but as One of the Members of your Board has very properly entered his Diſſent to the Meaſure, he will of Courſe be exempted from Proſecution, and, in Juſtice to his Sentiments and Conduct on the Occaſion, we hereby declare, that they have our entire Approbation.

103. "And we further direct, that the before-mentioned 134th Paragraph of the Court's General Letter on this Subject, dated the 23d of March 1770, be forthwith given out in General and Brigade Orders, and read at the Head of every Brigade and Detachment of our Troops in Bengal, by the reſpective Adjutants doing Duty with ſuch Troops, Once in every Three Months at leaſt; and likewiſe, that the Commander in Chief and Commandants of the ſaid Corps, report to you every Month in what Manner the Troops are victualled, the Cattle fed, and, in general, how the Terms of the Contract are obſerved and fulfilled by the Contractor, ſo far as ſhall have come to his or their Knowledge, for your Information and Guidance in rectifying Abuſes, if ſuch ſhall hereafter occur in the carrying on of this important Service.

(Signed at the End of the Letter)

"J. Stables, G. Wombwell,
John Smith, W^m James,
W. G. Freeman, L. Sulivan,
W^m. Mills jun^r, Joſeph Sparkes,
Ben. Booth, Samuel Peach,
R. Hall, H. Fletcher,
John Roberts, Cha^s Boddam,
Tho^s Cheap, Rob^t Gregory."

The Managers for the Commons ſtated, that this Letter was received by the Barfleur, Two Days after the Execution of the Contract with Mr. Croftes.

Read from Book 25, already delivered in, the following Extract of a Letter from the Governor General and Council at Fort William in Bengal to the Court of Directors, dated Fort William, 14th January 1780, beginning at Page 28 of the ſame Book.

66. Your Orders, contained in your Letter of the 23d December 1778, reſpecting the various Contracts which we had entered into for the Execution of the Publick Service, have been notified, without Exception, to the different Contractors they alluded to, and each of the Parties was required to tranſmit his Anſwer to that Department of our Council in which his Engagements were concluded. Moſt of theſe come before the Board of Inſpection, who will adviſe you of their Proceedings upon them.

67. The 103^d Paragraph of your Letter of the 23^d December 1778, has been publiſhed in General and Brigade Orders, according to your Directions, with the former Order to which it alludes * Officers in examining and reporting to us the Condition of the Cattle and Victuals provided by Contract for the Army; but we apprehend that you meant, in your Reference, to ſpecify the 135th inſtead of the 134th Paragraph of your General Letter, dated 23^d March 1770. We have therefore made this Correction accordingly (a). * Sic in Orig.

(Signed at the End of the Letter)

"Warren Haſtings,
P. Francis,
Edw^d Wheler."

(a) Vide Appendix, N° CXCIV.

The Managers for the Commons ſtated, they ſhould next proceed to give in Evidence the Conſultation in which a Reduction of the Bullocks is ordered by the Board, conformable to the Letter of the Court of Directors of the 11th of April 1781, already in Evidence (*a*), and particularly the Date of that Conſultation.

Read, from Book 444, already delivered in, the following Extract of a Conſultation of the 14th of May 1783, beginning at Page 272 of the ſame Book.

" Fort William, the 14th May 1783.

" At a Board of Inſpection; Preſent,
Edward Wheler,
John McPherſon,
and
John Stables,
} Eſquires.
The Honble the Govr. Genl. indiſpoſed.

Minute of the Board regarding the Reduction of the Bullocks.

" The Board having taken into Conſideration the Bullock Contract, find, that from the Month of November to the Month of February 1384 extra Bullocks have been diſcharged, and that the Eſtabliſhment was then left at — — — — 6700, vizt.

" In Bengal and its Dependencies — — —	5540
" At Madras — — — — —	1160
" In all — — — — —	6700

And as it was their Intention to make a further Retrenchment as ſoon as the Cattle could be ſpared; they think it now neceſſary to reduce the Number to 4004, the Number reſtricted by the Court of Directors to be employed; and, with reſpect to the 1160, which are none * at Madras, as the Contractor draws for them agreeable to the Madras Regulation; the Board order that they be conſidered as ſeparated from his Contract in the ſame Manner as the Cattle that went with the Bengal Detachment to Bombay, and that they be given up to his Agents at Madras.

* Sic in Orig.

" It muſt be obſerved, that the Contractor is by his Contract intitled to Six Months Notice before the Cattle can be diſmiſſed; but the Board direct that the Reduction here-before mentioned ſhall take Place from the Firſt of next Month, as the Governor General acquaints them, that he ſignified to the Contractor their Intentions of reducing the Number of Cattle as ſoon as the Service would admit of ſuch a Reduction, and that upon his informing him that it was now to take Place, the Contractor agreed to waive his Right to the Six Months official Notice, and has acquieſced to the Reduction taking Place on the 1ſt of May next.

April 17th. " Agreed, That the neceſſary Orders be iſſued to the Bullock Contractor, Commander in Chief, Commiſſary and Paymaſter General, and publiſhed in General Orders accordingly (*b*)."

(No Signature at the End of the Conſultation.)

To prove that the Governor General and Council gave Notice to the Court of Directors, that Mr. Croftes had aſſigned his Contract to Mr. Ferguſſon,

Read, from Book 29, already delivered in, the following Extract of a Letter from the Governor General and Council at Fort William in Bengal to the Court of Directors, dated 29th November 1780, beginning at Page 106 of the ſame Book.

92. " Mr. Charles Croftes has aſſigned over to Mr. John Ferguſſon his Contract for ſupplying the Army with Draft and Carriage Cattle, and alſo his Contract for victualling the European Troops on this Eſtabliſhment. We directed Mr. Ferguſſon to be conſidered in all Reſpects as Contractor in the Room of Mr. Croftes.

(Signed at the End of the Letter)
" Warren Haſtings,
" Edwd Wheler."

The Managers for the Commons ſtated, they ſhould next read a Paſſage from the Anſwer of the Defendant, delivered by him at the Bar, to the Fourth Article of Charge, admitting that he afterwards ſuffered this Contract to remain, although he had an Opportunity of putting an End to it by Notice.

(*a*) Vide ſupra, P. 1371.

(*b*) Vide Appendix, No CXCV.

Read, the following Extract from the Anſwer to the Fourth Article.

" And the ſaid Warren Haſtings ſays, That the Attention of the Board not being immediately called to the Terms of the ſaid Contract, the Period of Time at which previous Notice for the Determination of the ſame ſhould have been given, was accidentally ſuffered to elapſe; in Conſequence whereof, the ſaid Contract would, by virtue of the Clauſe herein-before mentioned, have continued for the Term of Six Years, that is to ſay, till the First of September One thouſand ſeven hundred and eighty-five, which the ſaid Warren Haſtings admits would have been for a longer Time than the then Situation of the Eaſt India Company's Affairs in India required: But the ſaid Warren Haſtings ſays, that to prevent ſuch Continuance, the ſaid Warren Haſtings did, on the Second February One thouſand ſeven hundred and eighty-four, when, by the Reſtoration of Peace, a Reduction of the Military Eſtabliſhment in Bengal had become practicable and ſafe, propoſe in Council, and a Majority of the Council did accordingly reſolve to purchaſe an immediate Relinquiſhment of the Contract, and the ſame was accordingly purchaſed, after it had been held only Three Years and an Half, upon ſuch Terms as to the Board appeared reaſonable; and which the ſaid Warren Haſtings denies to have been extravagant or unreaſonable, or that the Eaſt India Company did, by ſuch Purchaſe, ſuſtain great Loſs and Damage (a)."

Then the Houſe adjourned to the Chamber of Parliament.

(a) Vide ſupra, P. 1309.

Read the following Report from the [illegible] Article [illegible]

[illegible]

[illegible] in the following Extract of a Commission [illegible] of the same Book.

[illegible]

The House, [illegible] on a Vote to the Northern Provinces [illegible]

Mr. [illegible] for the Recovery of [illegible]

That the [illegible] of the Duties of the [illegible] the Commissioners [illegible] of the 25th January last, with the Comptroller General's Minute thereon [illegible] for the Opinion of the [illegible] of the Board.

To the [illegible]

[illegible]

[illegible] for the Time of [illegible]

[illegible] the [illegible] on the following Condition [illegible]

[illegible] That the Difference [illegible]

[illegible] Resolution of the 2d [illegible]

[illegible]

The [illegible]

Die Veneris, Maij 27° 1791.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Speaker informed the Managers for the Commons, they might proceed to make good their Charge.

The Managers for the Commons ſtated, they ſhould proceed in proving that the Governor General and Council purchaſed from Mr. Ferguſon the Relinquiſhment of his Intereſt in the Contract, which remained to run for a Year and a Half longer, in Conſequence of their neglecting to give the Notice.

Read, from Book 432, already delivered in, the following Extract of a Conſultation of the 11th March 1784, beginning at Page 223 of the ſame Book.

☞ [" Fort William, the 11th March 1784.

" At a Board of Inſpection; Preſent,
Edward Wheler,
and } Eſquires.
John Stables,

The Honble. the Governor General on a Viſit to the Northern Provinces.
Mr. Macpherſon abſent at Sea for the Recovery of his Health.

" This Day the Secretary circulated, at the Deſire of the Honble. the Governor General, Mr. John Ferguſſon's Letter of the 26th January laſt, with the Governor General's Minute thereon for this Day's Date, for the Opinion of the other Members of the Board.

" To the Honble. Warren Haſtings, Governor General, &c. Supreme Council.

" Honble. Sir and Sirs,

" In my Contract with the Honble. Company for ſupplying the Army with Bullocks and Camels, there is the following Clauſe: ' Provided alſo, that in caſe the Company ſhall, at the Expiration ' of Eighteen Months from the Commencement of the Contract, be deſirous to reduce the Eſtabliſhment, that the Company ſhall be empowered ſo to do, on giving Six Months Notice to the ' Contractor of ſuch Intention, which Notice is to ſpecify the Number of Bullocks to be diſmiſſed ' or diſcharged; that in caſe the Company ſhall reduce ſuch Eſtabliſhment, that the Contractor ' ſhall be paid for every Bullock which ſhall be diſmiſſed, a Gratuity of Thirteen Sicca Rupees for ' every Year which ſhall remain unexpired of the original Term of the Contract, and for which ' the Bullocks could have been retained had no ſuch Reduction been made: That the Payment of ' this Gratuity ſhall be made on the Reductions taking Place. Provided alſo, that it ſhall be lawful to the Company to extend the Contract for the Term of One additional Year, on One Year's ' Notice being given to the Contractor before the Expiration of Four Years, whether they intend ' to lengthen and extend the Contract; and in caſe no Notice ſhall be given, that the Contract ſhall ' be continued for the Term of One additional Year beyond the original Term of Five Years.' No Notice having been given me, I am ready to go on with the Contract for another Year, that is, from September 1784 to Auguſt 1785; but ſhould it be more agreeable to your Honble. Board to cloſe the Contract in September 1784, I will relinquiſh my Right of holding it for the Year 1784-5 on the following Conditions:

1ſt, That the Difference between the Price of Rum and Arrack be paid to me, agreeable to the Board's Reſolution of the 23d Auguſt 1781, communicated to me by the Secretary in the following Words:

" The Board are perfectly ſatisfied, that the Price of Rum muſt be greatly enhanced, ' and ' much dearer ſince Hoſtilities were commenced' againſt the Dutch, and that it will coſt you ' perhaps conſiderably more than Batavia Arrack' uſed to do; but as it will be made in larger ' Quantities now than formerly, the Board are hopeful' the Difference may not be very great in the End. ' However, whatever it may be, upon your certifying' the ſame properly to the Board they will allow ' you the Difference that may ariſe on that Account.' The Difference amounts, as ℘ Certificate encloſed, to Rs. 45,410.

2d, That my Stock be taken off my Hands by the Company at the following Valuations:
“ 4,074 Bullocks, — — — — — at 30 S^{a} R^{s} ⅌ Bullock.
“ 142 Camels, — — — — — at 250 S^{a} R^{s} ⅌ Camel.
“ 18 Breaking-in Carriages, Six for each Brigade, at 800 S^{a} R^{s} each.
“ Buildings for Cattle near Calcutta, and the other Stations, at 50,000.

“ Theſe Prices will, I hope, appear reaſonable to your Honble. Board, when I can with Propriety aſſure you, that I have frequently paid for Bullocks at the Rate of Forty or Fifty Rupees each, and 3 to 500 for Camels. Thoſe I offer to deliver to the Company, are all good, well trained Bullocks, and ſuch as I am convinced cannot be procured elſewhere.”]

§ (“ When the laſt Reduction of Cattle was made, I gave up the Premium upon thoſe which were
“ diſcharged, which was my Right; it would have amounted to 40,000 Sicca Rupees. I gave it
“ up, as I found it was not the Pleaſure of the Board to allow it. But I muſt now beg Leave to
“ ſtate to you, that upon making up my Accounts, I find that my Total Loſs upon diſcharged
“ Cattle comes to nearly One Lack of Rupees, which I am ready to teſtify, and is too heavy a
“ Loſs for me to bear. I hope therefore, that for this, as well as for the Relinquiſhment of my
“ Contract, you will allow me an additional Ten Rupees a Head for the Bullocks which I offer to
“ deliver over to the Company.

“ I have the Honor to be, with the profoundeſt Reſpect,
“ Honble. Sir and Sirs,
“ Your moſt obedient and
“ moſt humble Servant,
(Signed) “ John Ferguſſon, Cont^{r}.”

“ Calcutta,
“ the 26th January 1784.

“ Governor General.—The Firſt Article of the Propoſal in the Contractor's Letter, being the
“ Difference between the Coſt of Rum and Arrack, is founded upon a Reſolution of this Board,
“ and from that Circumſtance will of Courſe meet with the Concurrence of the Board.
“ The other Articles regard the Rate at which he propoſes to deliver his Stock to the Com-
“ pany; in ſtating this, his Arguments appear reaſonable, and the Calculations at medium Rates.
“ Independant of this, ſome Return is due to the Readineſs with which he relinquiſhed his Rights
“ to a Gratuity upon the laſt Reduction. In Conſideration of this, and the very heavy Loſs (near
“ One Lack) certified to have been incurred upon diſcharged Cattle, I propoſe, that his preſent
“ Tender be accepted of, as ſtated in the Letter before us. I am ſtill further induced to this, as
“ our preſent Situation makes me wiſh to make him a Propoſal of a Surrender of his Rights, to
“ which we may the more readily hope for and claim his Concurrence, after we ſhall have yielded
“ to ſuch of his Claims as have appeared reaſonable to us. The Propoſal I would recommend
“ to the Board, if they concur in the above, is this:
“ That War being now at an End with our national Enemies, as well as with all the Powers of
“ Hindoſtan, it becomes our firſt Object to reduce our Military Eſtabliſhment, and every Thing
“ connected with it, to its former State, or even lower, if the general Peace and Probability of its
“ Duration will admit of it. The Contract offers One of the moſt conſiderable Objects in this Line.
“ I therefore propoſe, that we explain the Grounds of our Views to the Contractor, and recom-
“ mend to him to join in the general Welfare, by a Surrender of his Rights on the Firſt of next
“ Month, making a Statement of the Profits he may thereby relinquiſh, and leaving it to the Can-
“ dour of the Board to make a final and equitable Concluſion. I feel ſome Satisfaction in making
“ this Propoſal, becauſe the Grant of this Contract has more than once drawn diſagreeable and
“ undeſerved Reflections upon my Perſon in particular, founded upon my known Regard for the
“ Firſt Contractor, Mr. Croftes. The Urgency and Diſpatch of War, will not ſuit with the cold
“ and ſlow Proceedings reſulting from ſtrict Œconomy. I therefore agreed to the apparent high
“ Terms, that I might be aſſured of good Service. I muſt do him the Juſtice to ſay, that I have
“ not been diſappointed either in him or his Succeſſor, Mr. Ferguſſon. But now, that a Change
“ of Situation ſtimulates me to attend more to œconomical than any other Plans, I am glad to ſhew
“ that no Conſideration of private Friendſhip or Regard can ſtand between me and what I conceive
“ my publick Duty.
“ If the Contractor's Reply ſhall appear reaſonable to the Board, it is my Intention to recom-
“ mend, that an Agreement conformable thereto be immediately made with him for the Surrender
“ of his Contract, and that the Charge of ſupplying and feeding Bullocks and Camels for the Uſe
“ of the Army, and victualling the Europeans on this Eſtabliſhment, be managed by Agency in-
“ ſtead of Contract, not doubting that I ſhall be able to make it appear, that great Savings may
“ be made by this Change of the Mode.”) (a) §

(No Signature at the End of the Conſultation.)

(a) Vide Appendix, N° CXCVI.

Read, alſo, a further Extract from the ſame Conſultation, beginning at Page 246 of the ſame Book.

☞ [“ February 13th.—Yeſterday the Secretary wrote a Letter to Mr. Ferguſſon, in Conformity to the Sentiments of a Majority of the Board, and this Day received the following Anſwer from the Contractor.

“ To William Buſhby, Eſq. Secretary to the Board of Inſpection.

“ Sir,

☞ “ I have received the Favor of your Letter of the 12th inſtant, acquainting me, that the Honble. the Governor General and Council have been pleaſed to accede to my Propoſals for ſurrendering my Contract on the 31ſt Auguſt 1784, as ſtated in my Addreſs to them, dated 26th January; and informing me further of their Wiſh to obtain a Relinquiſhment of it on the 1ſt of next Month, inſtead of 31ſt Auguſt 1784.] ☞ § (“ and deſiring me to inform them what my Profits would be for the enſuing Six Months, that is, from 1ſt March 1784, to 31ſt Auguſt 1784. In Anſwer to this Requiſition, I beg Leave to acquaint you, that I calculate my Profits at the Rate of 15,000 Sᵃ Rˢ ℘ Month, and which I hope the Board will be pleaſed to allow me for the Six Months next enſuing: This, however, I ſubmit to their Candour and Juſtice, being ever ready to accommodate myſelf to their Views; but I hope they will not make the Compenſation for the Surrender leſs than the Sum I have here ſtated, as I can prove, that I have now upwards of One Lack of Rupees of bad Debts on the Contract Books, which have been indiſpenſably occaſioned by my being compelled to give my Agents an unlimited Credit during the War; and to wipe off which, I have no Reſource whatever, but my expected Profits from this to Auguſt.

“ For the Amount of my Stock, and other Articles ſtated in my Letter of the 26th, as well as for the Compenſation above-mentioned, I hope the Honble. Board will be pleaſed to iſſue Orders on the Treaſury in my Favor, as I have borrowed large Sums on Account of the Contract, which is liable for them, and the only Fund from which they can be paid. The Surrender of the Contract, and of the Stock as ſtated in my Letter of the 26th January, will of Courſe be made by me to you on the laſt Day of this Month; and I requeſt the Board will iſſue the neceſſary Orders for their being received, and for victualling the Europeans.

“ I have the Honor to be,
“ Sir,
“ Your moſt obedient,
“ humble Servant,

“ Calcutta,
“ the 13th February 1784.

(Signed) “ John Ferguſſon, Contʳ.”) (a) §

Read, alſo, a further Extract from the ſame Conſultation, beginning at Page 249 of the ſame Book.

§ (“ Governor General.—The Contractor having computed his Profits at 15,000 Rupees ℘ Month as gained upon an Average, with all the Hazards of a perilous Campaign, and high Rate of Grain, attending that Part of his Stock which was in the Carnatic on Service; and as the Indemnification for the Time to come, whatever ſhall be allowed, will be a clear Gain, without either Riſk or Trouble attending it, I am of Opinion, that an Allowance of 10,000 Rupees ℘ Month for the enſuing Six Months, will be an equitable Accommodation, and recommend that it be granted him in full for the Conſideration of his yielding this Interval of the Period of his Contract.

“ I alſo agree and recommend, that for the Amount of the Stock and other Articles ſpecified in Mr. Ferguſſon's Letter of the 26th ultᵒ, as well as for the Compenſation above-mentioned, an Account thereof be made out by the Secretary of this Department, and Orders upon the Treaſury iſſued to the Amount in Favor of the Contract to be delivered by the Secretary to Mr. Ferguſſon, on his final Surrender of the Contract; and the Secretary will conſider the laſt monthly Returns as a Voucher of the Number of Cattle employed by the Contractor; and in caſe any ſhould be found deficient of the Eſtabliſhment at the Expiration of this Month, when the Whole are to be delivered over, the Contractor to be bound either to complete the Eſtabliſhment, or to make the neceſſary Deductions accordingly.

“ It is with great Satisfaction that I lay before the Board the accompanying Letter from the Contractor, who has ſtated with much Candor and Exactneſs, what his real Profits have been during the War. This Letter will, I hope, fully contradict the various injurious Reports which have been raiſed againſt the Terms of this Contract, the Profits of which have been greatly exaggerated in private Letters from hence, and which have ſerved to prejudice the

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(a) Vide Appendix, Nº CXCVI.

" Minds of the People in England, and of the Court of Directors againſt it, as particularly appears
" from their Letter of *

* Sic in Orig.

" It is now made evident, that the Terms of this Contract were by no Means too high; and I
" am ſatisfied that every Man of Candor, and converſant in Buſineſs, will admit that a Profit of
" 15 ℔ Cent. as ſtated by the Contractor, certified by his Book Keeper, and which can, if neceſſary, be verified on Oath, was by no Means adequate to the great Riſk to which he has been
" expoſed.

(Signed) " W. Haſtings."

" To the Honble. Warren Haſtings Eſq.

" Honble. Sir,

" On a Suppoſition that the Terms I have ſubmitted for ſurrendering the Bullock Contract in
" Auguſt next, will be thought reaſonable and agreed to, I beg Leave to make ſuch Obſervations
" as may be uſeful regarding it in future.

" During the War, 6,700 Bullocks were not always ſufficient, extra ones having been required
" at Times; but it now appears that on a Peace Eſtabliſhment 4,074 will do, and as theſe will
" belong to the Company, and fewer Sirdars and Drivers will be wanted, I conceive that the
" Expence may be conſiderably reduced. The preſent Allowances to the Contractor,

	Rˢ.	A.
" In Time of War, are ℔ Bullock,		
" 3 Seer of Gram, or, on March,		
" 4 Seer — — —	3	12
" Allowance for Uſe, Hire, and		
" Caſualties — — —	1	-
" Picket Ropes, Bridles, Pads, &c.	1	-
" ½ a Driver — — —	2	8
" 1/12 of a Sirdar — — —	-	8
Rˢ —	8	12

	Rˢ	A.	P.
" In Time of Peace, when Bullocks			
" are not wanted for actual Service,			
" it may be done, and by Agency,			
" as follows:			
" 2 Seer of Gram, ℔ Bullock —	2	8	-
" Picket Ropes, &c. — —	-	8	-
" ¼ of a Driver — — —	-	12	-
" 1/40 of a Sirdar — — —	-	2	4⅘
	3	14	4⅘
" Straw, Contingencies, &c. —	-	7	7⅕
Rˢ —	4	6	-

	Sˢ Rˢ	A.	P.			
" 6,700 Bullocks, &c. at 8 12 — — — — —				7,03,500	-	-
" Which have been reduced to 4,074, at 8 12 — — —				4,27,770	-	-
" Saving already made by the Reduction of the Number — —				2,75,730	-	-
" Further Saving that will be made by reducing the Expence of feeding " as above, and by obtaining a Surrender of the Contract, and tranſacting the Buſineſs by Agency, viz.						
" 4,074 on a War Eſtabliſhment by Contract, " at 8 12 — — — — —	4,31,251	9	6			
" 4,074 at 4 6 — — — —	2,15,625	12	9			
" Saving — — —				2,15,625	12	9
" Total Saving — — Rˢ				4,91,355	12	9

" The Bullocks are now well ſeaſoned and trained, and the Number of Sirdars and Drivers can
" readily be augmented on an Emergency.

" Tirroot and Dunbanga are the only Places where ſuch Bullocks can be had; they coſt there
" from 20 to 30 Rupees each, and about as much more before they are trained and fit for
" Service.

" My Profits during the War, have only been 15 ℔ Cent. on the Amount diſburſed for victualling the Europeans, and furniſhing Camels and Bullocks, which was not adequate to the
" Riſk, for if the Marattas had entered the Provinces, I muſt have been ruined. Theſe Profits
" are alſo liable to a Reduction on Account of bad Debts, of which I now have Rupees
" 1,00,213.

" I was under the Neceſſity of giving my Agents unlimited Credit, and as their Accounts could
" not be furniſhed regularly, I often had no Check upon them until it was too late; ſuch Inconveniences do not ariſe in Time of Peace.

" I ſhall with Pleaſure attend when called, to give any Explanation that may be deſired.

" My Reaſons for taking the Liberty of ſtating theſe Facts to you, are on Account of the
" very unjuſt Clamour which has been raiſed againſt the Bullock Contract, the Profits of which
" have been exaggerated in a moſt incredible Manner.

" In order to be certain that my Calculations were right, I have deſired my Book Keeper to " compare them with the Contract Books, and he will certify hereunder that they are exact.

" I have the Honor to be, moſt reſpectfully,
" Honble. Sir,
" Your moſt obedient and moſt
" humble Servant,

" Calcutta,
" the 3d February 1784.

(Signed) " John Ferguſſon.

" P. S. The Calculation of Rˢ 4. 6 ℔ Bullock, is made on a Suppoſition that they remain at " fixed Stations; when on March, One Seer more Gram ſhould be allowed, and a Driver to every " Two Bullocks; this will be a temporary Charge, which cannot now be eſtimated, and will " ſeldom be incurred in Peace.

(Signed) " John Ferguſſon.

" I do hereby certify, that I have examined the Contract Books, and find that the afore-men- " tioned Calculation, regarding Profits and bad and doubtful Debts, are juſt.

(Signed) " Wᵐ Fairlie.") (a) §

The Managers for the Commons ſtated, they ſhould next produce the Statement of Mr. Ferguſſon's Claims on giving up his Contract, as they were admitted by the Board of Inſpection; Mr. Haſtings's Propoſals for eſtabliſhing an Agency, after having thus purchaſed the Contract from the publick Contractor; and his Recommendation of Sir Charles Blount for that Agency.

Read, a further Extract from the ſame Conſultation, beginning at Page 259 of the ſame Book.

" The Secretary circulated the following Statement of Mr. Ferguſſon's Claim in Conſequence of the Adjuſtment propoſed; and on the ſame Day received the Governor General's Minute, propoſing a Plan to conduct the Buſineſs, in future, by Agency, and recommending Sir Charles Blunt to be appointed to that Office.

" STATEMENT of Mr. Ferguſſon's Claims, as admitted by the Board of Inſpection.

		Sª Rˢ.	Curᵗ Rˢ.
1ſt,	Difference 'twixt the Price of Rum and Arrack, as already allowed by the Board's Reſolution of the 23d Auguſt 1781,	–	45,410
2d,	4,074 Bullocks, at 40 Sª Rˢ each, is — — —	1,62,960	1,89,033
3d,	142 Camels, at 250 Sª Rˢ Dᵒ — — — —	35,500	41,180
4th,	18 Breaking-in Carriages, at 800 Sª Rˢ Dᵒ — —	14,400	16,704
5th,	Eſtimated Value of the Buildings — — — —	15,000	17,400
6th,	Compenſation for Surrender of the Contracts at the Expiration of the preſent Month — — — — —	60,000	69,600
	Total —	Sª Rˢ 2,87,860	Cᵗ Rˢ 3,79,327

" 18th Febʸ 1784. (Signed) " Will. Buſhby, Secʸ."

" 17th Febʸ 1784.

" The Governor General begs Leave to deliver in the Plan mentioned in his Minute of the * for conducting, by Agency, the Buſineſs of the late Army Contract; and for this Purpoſe recommends, that a Company's Covenanted Servant be appointed Agent for ſupplying and feeding Bullocks, &c. and for victualling the Europeans on the Bengal Eſtabliſhment, under the following Regulations:

* Sic in Orig.

" 1ſt, That he ſhall receive the Stock of the late Contractor, as ſtated in his Letter dated the 26th January.

" 2d, That his Expences for feeding, &c. be limited not to exceed the following Rate:

2 Seer of Gram ℔ Bullock — —	Rˢ	2	8
Picket Ropes, &c. — — —		–	8
1/6 of a Driver — — — —		–	12
1/20 of a Sirdar — — — —		2	4¼
Straw, Contingencies, &c. — —		7	7¼
	Rˢ	4	6

(a) Vide Appendix, Nᵒ CXCVI.

" N. B. On March, One Driver to be allowed to every Two Bullocks, and Three Seer of Gram inſtead of Two Seer, which is taken from the Peace Eſtabliſhment, as ſtated in the Contractor's Letter to the Governor General, dated 3d February 1784; but to be reduced as much as poſſible below this Rate, to effect which, a Reliance muſt be placed on the Fidelity and Activity of the Agent.

" As to the Camels it is propoſed, that they ſtill be reduced as ſoon as it can conveniently be done, and till the Reduction takes Place, the Agent to be allowed 16 Rupees ⅌ Month for feeding them and for all other Charges attending them.

" That the conducting of the Agency be ſubject to all the Controls and Checks, regarding Muſter and Feeding, eſtabliſhed in the late Contract, with this Addition, that the Commanding Officer at each Station ſhall grant a Certificate monthly of the Market Price, in his Camp or Cantonment, of ſuch Articles as regard the Agency, and that this accompany the Monthly Account of the Agent: And whenever it ſhall appear from this Certificate, that the Price of Gram ſhall exceed Twenty-four Seer for One Rupee Sicca, in that Caſe alone ſhall a proportionable Exceſs above the limited Rate for Bullocks be allowed in the Accounts of the Agent. And in order to prevent the Swelling of Office Charges for Management, &c. at the Preſidency and ſubordinate Stations, it is propoſed, that the Agent be allowed a Commiſſion of 10 ⅌ Cent. for himſelf, and 7½ ⅌ Cent. upon the actual Diſburſement for all Charges of Agents and Office whatever throughout the whole Army, which, according to the foregoing limited Rate, will amount to Rs 21,388 8 for himſelf, and 16,041 for all his Charges. And in order to encourage him to procure every Article at the cheapeſt Rate poſſible, the Governor General further propoſes, that a Premium of ⅓ be granted to the Agent out of the Saving that may be effected upon the limited Rate; for Example, if the Expences can be reduced to 4 Rs inſtead of 4 6 each Bullock, the Premium to be paid out of the Saving to the Agent will be as follows:

4,074 at Rs 4 6 ⅌ Mo is ⅌ Ann.	—	Rs 2,13,885
4,074 at Rs 4 ⅌ Mo is ⅌ Ann.	—	1,95,552
Saving		Rs 18,333
⅓ of which is to go to the Agent, being		Rs 6,111

" With Regard to the Agency for the Victualling Contract, it no further regards the Company, than to ſee that Juſtice be done to the Men. The Payment of this Agency, is a Stoppage of the Batta allowed to the Men; that is to ſay, the Agent ſhall receive the Batta, being 10 Sonaut Rupees on full, and 5 Sonaut Rupees on Half Batta, and furniſh the Europeans with the ſame Articles as were ſupplied by the late Contractor; and in lieu of all contingent Charges for Office Sircars, Writers, or Tranſportation of Proviſions and Liquor, the Agent ſhall be allowed a Commiſſion of 7 2 ⅌ Cent. on the Amount of the Batta Rolls, which will come to about Rs 18,000 ⅌ Annum.

" With reſpect to the paſſing and Payment of the Bills of the Army Agent, it is propoſed to be as follows: The Agent ſhall procure Muſter Returns of the Cattle at all the different Stations of the Army monthly, which ſhall ſpecify the Number of Bullocks and Drivers at each Station, and be counterſigned by the Commanding Officer of the Corps, and the Commanding Officer of the Artillery, under whoſe Directions the Cattle ſhall be muſtered. The Price of Gram to be alſo certified in the Return. From the Returns ſo procured, the Agent ſhall form his Monthly Bill, which will of Courſe comprize the Whole of the Diſburſements for Bullocks, and which ſhall be paid by the Military Paymaſter General, provided he finds it to correſpond with the Returns, and which, with the Agent's Receipt for the Amount of his Bill, ſhall be ſufficient Voucher to the Commiſſary General for paſſing the Charge in the Military Paymaſter General's Accounts.—As to the Bills for victualling the Europeans, Batta Rolls ſhall be made out at each Station of the Army for each Company, which ſhall ſpecify the Number of Europeans, the Number on Full and the Number on Half Batta, with the Reaſons for receiving Full Batta. The Batta Roll to be ſigned by the Captain or Commanding Officer of each Company, who ſhall be anſwerable to the Paymaſter for any Retrenchments that may be made from it. The Batta Roll ſhall be diſcharged by the Military Paymaſter of each Station, and ſhall be ſent with his Monthly Accounts to the Commiſſary General, and the Batta Roll, counterſigned as above-mentioned, ſhall be ſufficient Vouchers for admitting the Charge in the Paymaſter's Accounts.

" The Agent to be furniſhed with Copies of all Orders iſſued by the Board, regarding the Bullocks and victualling the Europeans.

(Signed) " W. Haſtings.

" The Governor General propoſes Sir Charles Blunt for the Agency." (a)

(a) Vide Appendix, Nº CXCVI.

Read, alſo, a further Extract from the ſame Conſultation, beginning at Page 167 of the ſame Book.

"18th February 1784.

[" Mr. Stables.—I wiſh to convince the Court of Directors, that there is a Diſpoſition in this Government to ſhew Obedience to their Orders, and I am determined that their Orders ſhall be the only Rule and Guide of my Conduct.

" With reſpect to the Propoſition now ſent in Circulation for ſupplying the Army in future by Agency, I poſitively object to it, and will agree only to ſuch Meaſures as are ordered by the Court of Directors, I mean by Advertiſement; which is the only Mode of aſcertaining the actual Expence, and the moſt beneficial to the Company, and perhaps no other will ever ſatisfy our Superiors that our Meaſures are not Jobs, or the Effect of private and ſecret Influence."]

§ (" With Reſpect to the Contractor's Claim now before me, amounting to Rs. 3,79,327, " and the Adjuſtment of his Account, as I have already diſapproved of that Contract in a " different Station, it cannot be expected that I will counteract that Opinion, or make myſelf " anſwerable. I muſt therefore leave it to thoſe Gentlemen who were Parties of the Contract to " cloſe it, and to be themſelves reſponſible for the Conſequences of this Deviation from the Court " of Directors Orders.

(Signed) " John Stables.") (a) §

The Managers for the Commons ſtated, they ſhould next proceed to read a Paragraph of a Letter from Mr. Haſtings to the Court of Directors, ſince he left the Government, in which He himſelf condemned this Mode of conducting the Buſineſs by Contract, as always injurious to the Service.

Then Mr. Hudſon was again called in, and produced " a Letter from Warren Haſtings Eſquire, to the Court of Directors of the Eaſt India Company, dated Cheltenham, 15th Auguſt 1785."

The ſame was read, and is as follows:

" To the Honourable Court of Directors for the Affairs of the Honourable United Company of Merchants trading to the Eaſt Indies.

" Cheltenham, 15th Auguſt 1785.

" Honourable Sirs,

§ (" I have had the Honour to receive from your Aſſiſtant Secretary a Letter, incloſing Copies " of a Letter from Major General Archibald Campbell, in which he propoſes a Plan for reforming the Military Eſtabliſhment in India, and of the ſeveral Papers accompanying the ſame; and " informing me of your Commands to ſubmit to you my Sentiments thereon.

" I ſhould have ſhewn more Alacrity in the Performance of this Duty, had I not found it, " on Trial, more difficult than on the firſt Suggeſtion of the Subject I had expected. It is eaſy " to expreſs Approbation or Difference of Opinion. But neither could I content myſelf, in an " Addreſs to your Honourable Court, with a Reply yielding ſo little of ſubſtantial Information, " nor could I enter on the Examination of Arrangements recommended by an Authority which " I greatly reſpect, without feeling ſo much of perſonal Bias, as at leaſt to wiſh that I might find " them generally accord with my own Sentiments, and where I differed, to differ on Grounds of " the cleareſt Conviction, and on ſuch as I could juſtify to General Campbell himſelf, by Proofs " deduced from the Application of his own Principles, or the Nature of the Service; but this " was rendered impoſſible by the Scantineſs of the Materials with which I was provided. The " Utility and Expediency of his Plans can only be ſeen in a Compariſon of them with the " Eſtabliſhments which are in actual Uſe, and with ſome new Arrangements made by your " Honourable Court, to which he alludes as the Models to which he has accommodated his own; " but I have not Poſſeſſion of the former, and the latter I have not yet ſeen; neither can I clearly " comprehend the Arithmetical Parts of his Eſtabliſhments for want of the intermediate Proceſs.

" For theſe Reaſons, my Remarks upon theſe Papers can be but incomplete, and will be chiefly " confined to Points of political, or merely official Relation.

" With reſpect to ſuch as appertain more to the Military Science, as your Honourable Court " will doubtleſs wiſh to gain the beſt Information where the beſt can be had, mine may be the " better ſpared, as there are Officers in England of the firſt Character for practical Merit, and of " recent Experience, to whoſe ſuperior Knowledge I ſhould myſelf have Recourſe for Materials to " direct my Judgement, were I yet in a Situation to require them; beſides, I may preſume that " your Honourable Court would heſitate to direct the Obſervance of any fixed and permanent

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(a) Vide Appendix, No CXCVI.

“ Syſtem, however formed or recommended at Home, without allowing your Governments Abroad to offer their Objections or Amendments for your final Determination upon the Whole; for I muſt take the Liberty to borrow a Phraſe from General Campbell himſelf, and to apply it a little more extenſively than he has done, by ſaying that all Men are ſpeculative, let their Rank or general Knowledge be what it will, with reſpect to their Ideas on a Subject of ſo undeterminate a Nature as the Military Syſtem of ſo remote a Service, without the Warrant of a tried, long, ſucceſsful, and that local Experience.

“ Conformable to the premiſed Deſign I ſhall deliver my Obſervations under the Two Heads of Expence—and Diſpoſition of the Forces of the different Governments of India.

“ Firſt, of Expence.—From the Epithet of “ Peace” prefixed to the Titles of the Eſtabliſhments propoſed by General Campbell, I preſume, notwithſtanding one Paragraph in the Letter, in which he mentions the Battalions as being completely equipped for Service on the the Plan recommended by him in Detail, and which therefore ſeems to imply a Proviſion made for every poſſible Exigency which can produce Expence, that it could not have been his Intention to include every Article of Diſburſements which would be required for the Corps of the Army acting in the Field; ſome are contingent and diſcretional, and muſt therefore neceſſarily be excluded from every Plan of eſtabliſhed Expence.—But there are many others which have been eſteemed indiſpenſable, and which, though reducible to fixed Numbers and Rates, and allowed in every paſt Eſtabliſhment, are omitted in his; ſuch, for Inſtance, are Camp Equipage, victualling of the Europeans, Draft and Carriage Bullocks, Elephants for the Carriage of Tents, Boats for the Service of Bengal, Bildars, Cooleys, Camp Colourmen, Laſcars for pitching Tents, and other Neceſſary Duties in the Field, Sircars (or Native Clerks for keeping the Accounts of the Native Battalions), Carpenters, Smiths, Filemen, Braziers, and perhaps other Artificers attached to the Corps of Sepoys, Allowances for petty Stores; Horſes for the firſt Conſtruction of the Cavalry, which for Madras alone would require * Nineteen Lacks of Rupees; Horſes annually purchaſed, to replace thoſe loſt by Death, Age, and Caſualties, which may be eſtimated at One-fifth of the firſt Coſt; Saddles and other Accoutrements, Siſes (or Grooms) and Graſs Cutters; Officers on the General Staff, ſuch as an Adjutant General, if allowed, Quarter Maſter General, Aides-de-Camp, Perſian Tranſlators, Paymaſters, with their Offices, and others whom I cannot enumerate.

* 3084X600
18,50,400

“ I have taxed my Memory with the Production of this long Catalogue, which will yet be found incomplete, for Two Reaſons: Firſt, becauſe I conceive that it may be at this Time of dangerous Conſequence to the Company to entertain too ſanguine Expectations of œconomical Reformations, and to build their publick and pledged Eſtimates upon them; and, ſecondly, becauſe the Diſappointment which muſt inevitably follow ſuch Promiſes, might prove highly injurious to the Credit and Intereſts of your Servants Abroad.

“ I humbly apprehend that there is nothing wanting to complete the Retrenchments already made in Bengal, for I cannot ſpeak of the other Preſidencies, but an effective Authority to controul the Paymaſters and Commanding Officers of Detachments, to compel them to the Obſervance of their reſpective Duties, as they are particularly deſcribed and diſcriminated in the Regulations of 1781 (I think in the Month of May of that Year,) to compel the Paymaſters to deliver their Monthly Accounts within the preſcribed Periods; to eſtabliſh an Office of immediate Audit; and to replace the Firſt Military Charge in the Hands of the Governor himſelf, which, ſince the Year 1774, poſſeſſes it only in the Name.

“ Secondly, Of the Diſpoſition of the Forces of the different Governments of India, of 70,919 Men, compoſing the Total Number of all the Military Eſtabliſhments of the Three Preſidencies, General Campbell propoſes to allot only 29,038 to Bengal, and 31,720 to Madras; and the Reaſon for this Inverſion of the Proportion aſſigned to the Defence of Two Places ſo very different in their Value, is given in the following Words: ‘ It is abſurd to proportion the Number of Troops at the different Preſidencies to their reſpective Revenues; the Strength and Compoſition of each Army ought to be regulated according to the Importance of their reſpective Situations for carrying on War againſt the common Foe. It is only on ſuch Principles that the Company’s Poſſeſſions in India can obtain a permanent and ſubſtantal Security; that the Native Princes of Hindoſtan, who know the Value of their own Intereſts, can be taught to reſpect and cultivate the Friendſhip of the Britiſh Nation; and it is only by a Reſpect ſo acquired, that the Intrigues of the other European States can be effectually diſcouraged in that Quarter of the Globe.’

“ It was natural that a Mind ardent to diſplay its own Worth, and conſcious of its Integrity, ſhould ſeek to enlarge the Sphere of its Employment. The Reaſoning is ſo ſtrong, and the Experience of many paſt Years would almoſt juſtify the Diſtinction aſſumed in Favour of the Government of Fort St. George, ſince, in Effect, it has been more frequently engaged in Wars, and its Security more endangered by them, than either of the other Two Preſidencies, though it has never at any Time employed ſo great a Number of Men as are required by the propoſed Eſtabliſhment; and there was a Time, nor that far remote, when it felt, even with a Seaſon of War ſubſiſting, the Weight of a ſmaller Force too great for its Ability, or Means of conducting it; and the ſame Cauſes which have exiſted in the natural Order of Things, are as likely to produce the ſame Effects, and to require the ſame Proviſion for them hereafter: Nor will the Preſidency of Bombay want Arguments to aſſert the ſame Pretenſion, on the Principle of apportioning the Number of Troops on its Eſtabliſhment to the Importance of its Situation for carrying on War againſt the common Foe. In Effect, ſuch Arguments have been urged by the Preſident and Select Committee of Bombay, even to your Honourable Court, if I am not miſtaken in my Recollection of a Letter written by that Committee to the Governor General and Council of Bengal, dated the 28th January 1784; and their Object was to prove, that Bombay ſhould be the Capital Government, the greateſt Portion of the Company's Military Strength ſtationed there, for the Purpoſe of ſupporting its Syſtem of Policy, and providing againſt future Wars, and the Revenues remitted thither for its Maintenance.

“ In like Manner, were you to require my Opinion upon the Preference which ſhould be given to either of the Three Preſidencies for the Eſtabliſhment of the Firſt Military Station, I ſhould recommend Bengal, not becauſe it lies moſt convenient to annoy the common Enemy, whatever may be implied by that Term, for I know no Enemy that the Company has, or is likely to have, unleſs they provoke one, but becauſe it is the only one of the Company's Poſſeſſions that is worth either the Charge or Hazard of its Defence; yet if the Principle of arming a barren Incumbrance, with an expenſive Proviſion againſt eventual Wars, were admiſſible in Favour of either of the Two other Preſidencies, Bombay would certainly merit the Preference, from its Contiguity to the Maritime Poſts of the dreaded Enemy of the Carnatic, which are not only for that Reaſon the moſt acceſſible, but the moſt capable, if they ſhould fall into our Hands, of facilitating the Attack of his interior Poſſeſſions.

“ My Opinion upon this Queſtion is ſhort, and will require little Proof to ſupport it.—If your Intereſts in Bombay and Madras cannot be maintained without ſuch expenſive Modes of Defence, or if your general Intereſts muſt ſuffer by the Want of them, I heſitate not to pronounce that you hazard by far too much in keeping them; and that both were better abandoned, than that the only valuable Property that you poſſeſs ſhould be exhauſted and ruined for their Subſiſtence. But the Caſe with Bombay is by no Means ſo deſperate: A very inconſiderable Force would be ſufficient to garriſon its Two principal Poſts of Bombay Caſtle, and Tanna on the Iſland of Salſette; and more I preſume it cannot need, as it is by its natural Poſition guarded againſt an Invaſion by Surprize, and not liable, for many Years to come, to be engaged in another War with the Marattas, the only Enemy that can be its Aggreſſor, while its Parent State is in Peace.

“ It is not only by the Proviſion of a great Military Force that the Peace of a Country can be ſecured, or even its Operations in War conducted with Succeſs; it is poſſible to derive Weakneſs from an Accumulation of Strength exceeding the natural Means of maintaining it. More I forbear to ſpeak concerning Madras, becauſe what I ſhould ſay might appear invidious; and you are already in Poſſeſſion of my Sentiments, not unrecently delivered, upon every Point of Diſcuſſion which can ariſe out of the preſent Subject.

“ Concerning Bengal, I am of Opinion that by much too ſcanty a Proportion is allotted to the Corps of European Infantry and Artillery. Theſe, and the latter eſpecially, are the vital Strength of your Conſtitution, and the Seaſon of Peace is the Seaſon for recruiting them; therefore their Peace Eſtabliſhments ſhould, as I preſume, be augmented to a Degree that might render them equal to any poſſible Exigency; for in War, judging by the paſt, I conclude that they muſt remain as the Peace has left them; nor ſhould I ſcruple to expreſs my Wiſh that Ten thouſand Men could be the Complement of thoſe Corps, and more than the Proportion of that Increaſe diminiſhed of the Native Infantry. In the mean Time, I beg Leave to ſubmit it as a Queſtion to be propoſed to thoſe who are better qualified by profeſſional Knowledge to reſolve it, Whether the general Service will not ſuffer leſs by attaching Native Artillery, on the Plan formed by Colonel Pearſe, to the Sepoy Corps, than by diſtributing the European Artillery Men in ſmall Numbers, under Non-commiſſioned Officers, to that Service, as recommended by General Campbell? This is a Queſtion, under every Condition of that Corps, worthy to be well weighed, but moſt eſpecially at a Time when there are ſo few Men of that Deſcription to ſpare from the general Service, or from the collective Body, with which alone they can acquire or preſerve their Diſcipline, or retain their proper and regular Habits of Obedience. I offer no Opinion upon it of my own, though it will be inferred from the Manner of ſtating the Queſtion; but to One Objection which will probably be made to One Reſult of it, I will venture hardily to affirm, from my Knowledge of the Propenſities of the Natives of India, that One able French Officer will convey more uſeful Inſtructions to our Enemies, in the Artillery Practice, than Ten Battalions of Golandaz Deſerters.

“ General Campbell's Obſervations on the Want of a ſtrong and effective Body of Cavalry, are conformable to the invariable Experience of your Service; yet I muſt expreſs my Doubts of the Expediency of keeping up ſo large an Eſtabliſhment of regular Cavalry for either Preſidency, unleſs Means can be found to raiſe and maintain a Number ſufficient for effective Service at a Coſt which the Company can afford, and (I might add) ſuch as ſhould be every Way fit for Service when tried. Hitherto all the Efforts of your principal Government have been ineffectual to reſtrain the Expence of the Cavalry within Bounds not enormous, to enforce an Adherence to the Rules of its Conſtruction, or to derive any real Service from it. I know too little of the preſent State of the Nabob Walla Jah, to be able to judge of the Expediency of truſting to him

“ for Cavalry in the Time of Need; but for Bengal I would take the Liberty to recommend
“ occaſional Mercenaries, or other Irregulars, like the Candahar Horſe, which ſerved with ſuch
“ approved Fidelity and Spirit in the Campaign conducted by General Goddard. General Campbell
“ has juſtly appealed to the Experience of the late War in India for Proof of the Utility and
“ Neceſſity of employing Cavalry; yet this was not the only Defect which prevented your late
“ excellent Commander in Chief from availing himſelf of the Victories ſo often obtained over
“ Hyder Ally, whoſe principal Advantage conſiſted in the Goodneſs of his Draft Cattle: While
“ ours feebly dragged their Guns, and proceeded with frequent Halts, and the moſt tardy Movements,
“ Hyder's fled with Rapidity that eluded all Purſuit, becauſe our Infantry could not leave
“ their Artillery without the Hazard of loſing it, and of being themſelves cut off by the adverſe
“ Horſe. May it not be permitted to me to ſuggeſt, that if in this Inſtance more Attention had
“ been paid to the Purpoſes of the Service than to Œconomy, we ſhould not have had the
“ ſame Cauſe to complain of any other Want? For if our Draft Cattle had been equal to thoſe of
“ the Enemy, as they certainly might have been, it ſeems a neceſſary Conſequence, that, as our
“ Carriages are, from their Conſtruction, both of lighter and more eaſy Draft, they would have
“ exceeded the others in Speed, and rendered their Eſcape leſs practicable, from the decided Superiority
“ of our Troops over thoſe of the Enemy.”) §

☞ [“ I cannot omit this Occaſion to recommend, in the moſt earneſt Manner, the Proviſion of Draft Bullocks for the Service of Bengal, by Agency, with a limited Reſponſibility and liberal Confidence, rather than by Contract; aſſuring you, on the moſt decided Experience, that nothing can be more injurious to the Service than the latter, nor more extravagant than the loweſt Rates at which it has been hitherto undertaken.] ☜

§ (“ I hope that no Expreſſion in the preceding Remarks will appear to reflect on the Judgment
“ of General Campbell, for which I have profeſſed, and do entertain, a very high Reſpect. I
“ have conſidered the Queſtions before me with an excluſive Regard to their Influence on your
“ Service; and if I have oppoſed his Opinions, I have alſo condemned my own upon one Subject,
“ delivered at a different Period, and unaided by actual Trial; and for the reſt, the Sentiments
“ which I have ſubmitted are little more than the Repetition of Declarations which I have
“ made on other Occaſions, either in Minutes of Conſultation, or in immediate Addreſſes to your
“ Honourable Court.

“ Pardon me, Honourable Sirs, if my Zeal for your Service, and the ſuperior Concern which
“ I may be allowed to feel for the moſt eſſential Part of it, ſhould lead me a little beyond the
“ Bounds of my preſcribed Subject, to add, not my Opinion, but Affirmation, that to enſure the
“ Proſperity and Permanency of the Company, the Diſburſements of Bengal muſt be confined to its
“ own Services, with the Application of its ſuperfluous Revenue, and no more; to the Proviſion
“ of its own Inveſtment for the Subſiſtence of your Commerce, or more properly for the Means of
“ remitting to England what may be appropriated of its Tribute. No Country, without greater
“ artificial Sources of Supply than Bengal poſſeſſes, can ſubſiſt under the continued Preſſure of an
“ Expence not returning into its own Circulation; nor perhaps could any now exiſting on the
“ Face of the Globe bear ſuch Drains as have been made in this.

“ I have the Honour to be, with the greateſt Reſpect,
“ Honourable Sirs,
“ Your moſt obedient and
“ Moſt humble Servant,
“ Warren Haſtings.”) §

The Managers for the Commons ſtated, they ſhould next read a Paſſage from a Minute of Mr. Haſtings, already in Evidence on a former Charge, to ſhew a ſtrong Contradiction in Mr. Haſtings's Sentiments with Reſpect to the Subject of this Mode of Agencies in general.

Read, the following Extract from the printed Minutes, beginning at Page 280 of the ſame.

“ I therefore move, that he be at the ſame Time inveſted with the Appointment of Agent for the Proviſion of all Boats employed for the Military Services of this Eſtabliſhment, with an Allowance of a Commiſſion of 15 ℘ Cent. upon all his Diſburſements in this Office; that the executive Charge thereof take Place from the Period of the Expiration of Colonel Morgan's preſent Contract; and that until that Time, and for Three Months following it, he be allowed to draw his preſent Allowance of 1,000 Rupees ℘ Month.

“ I propoſe this Method in Preference to a Contract, becauſe I am convinced, from Experience, that the Service will be better performed by this Alteration, although it is liable to one material Objection in its natural Influence on his Expences. This is a Defect which can only be corrected by the Probity of the Perſon who is entruſted with ſo important a Charge; and I am willing to have it underſtood, as a Proof of the Confidence which I repoſe in Mr. Fowke, that I have propoſed this Appointment, in Oppoſition to a general Principle, to a Truſt ſo conſtituted." (*a*)

The Managers for the Commons ſtated, they ſhould next proceed to give in Evidence a Report of Sir Charles Blunt, the Agent, from a Conſultation of the 31ſt January 1785, to ſhew the bad Condition of the Cattle when the Contract was purchaſed from Mr. Ferguſſon.

The Counſel for the Defendant objected, that this Conſultation could not be given in Evidence, not having been either ſigned or tranſmitted by Mr. Haſtings.

The Houſe informed the Counſel for the Defendant, that if it appeared Mr. Haſtings was preſent, and did not object to the Proceedings at the Time, it would be admiſſible Evidence.

The Counſel for the Defendant waived their Objection.

Read, from Book 219, already delivered in, the following Extract of a Conſultation of the 31ſt January 1785, beginning at Page 768 of the ſame Book.

"Fort William, the 31ſt January 1785.

"At a Council; Preſent,
The Honble. Warren Haſtings Eſq.
John Macpherſon, and John Stables, } Eſquires.

"Further Regulations for * Feeding and Victualling Agency. * Sic in Orig.

"N. B. The Agent begs Leave to obſerve, that having had no Authority to diſpoſe of the lean, old, deceaſed, and galled Cattle, and to ſupply their Places with freſh young Stock, it cannot be expected their general Appearance ſhould be improved, or indeed ſo good as formerly, eſpecially as the preſent Stock of Cattle conſiſts moſtly of ſuch as have been at Work Five or Six Years, a very ſmall Number of them being leſs than Ten or Twelve Years old. Cattle for the Uſe of the Army are uſually bought in at Four of * Five Years old, and may continue ſerviceable till Ten or Twelve. Suppoſing them to laſt even Ten Years, One Tenth Part of the whole Stock muſt neceſſarily be renewed annually, and the Omiſſion of ſuch Renewal will, of Courſe, give to the Whole an Appearance of Age and Decline. * Sic in Orig.

"As it may poſſibly be remarked, that the Expences of the Agency have much exceeded the Calculation, the Agent deſires to point out, that the Exceſs will be ſeen to ariſe from the uncommon high Price of Gram. At ſeveral of the Stations it does not exceed the Allowance of 4 Rs 10 Ans ⅌ Bullock, and at ſome it is under, unleſs when on Service; and there can be no Doubt when Gram becomes cheap, the Expences will be generally under the eſtabliſhed Rate of Allowance. Regulation for the Agency.

(Signed) "Charles Wm Blunt, Army Agent. (*b*)

(And at the End of the Conſultation)

"John Macpherſon,
John Stables."

The Managers for the Commons informed the Houſe, they ſhould purſue the Courſe before adopted, and defer giving Evidence of the Account of the Loſs on theſe Contracts and Agencies till the End of the Article; and therefore they ſhould now proceed to that Part of the Article which charges Mr. Haſtings with having granted to Sir Eyre Coote Allowances contrary to the Orders of the Directors, and having broken the Treaty with the Vizier, by charging him with thoſe Allowances, over and above the Subſidy he had ſtipulated to pay: For which Purpoſe they ſhould firſt produce the General Order of the Court of Directors to the Governor General and Council, with Reſpect to the Salary of the Commander in Chief.

(*a*) Vide ſupra, P. 280.

(*b*) Vide Appendix, N° CXCVII.

Read, from Book 58, already delivered in, the following Extract of Inſtructions from the Court of Directors to the Governor General and Council at Fort William in Bengal, dated London, 29th March 1774, beginning at Page 59 of the ſaid Book.

* Sic in Orig.
† Sic in Orig.
§ Sic in Orig.
‡ Sic in Orig.

“ We hereby direct that * Commander in Chief of the Company's † in India be permitted when in Bengal, to enjoy the Houſe in Calcutta uſually aſſigned to and occupied by the ſuperior Military Officer of our Troops in that Province, and that when our Commander in Chief ſhall be ſent upon the Company's Service to any of our other Preſidencies, an Houſe, ſuitable to his Rank, be likewiſe aſſigned for his Uſe during his Reſidence at ſuch Preſidency, and that there be paid to him the Sum of Six thouſand Pounds Sterling per Annum, in full for his Service § Commander in Chief; and in lieu of Travel ‡ Charges, and of all other Advantages and Emoluments whatever, except his Salary of Ten thouſand Pounds per Annum eſtabliſhed by Law, and ordered to be paid him as One of the Council at Fort William in Bengal.

(Signed at the End of the Inſtructions)

“ Edw^{d} Wheler,
John Harriſon,
John Woodhouſe,
Samuel Peach,
Fred^{k} Pigou,
Daniel Wier,
W^{m} James,
T. B. Rous,
George Cuming,
Joſeph Sparkes,
Pet. Laſcelles,
Cha^{s} Boddam,
Jn^{o} Michie,
Cha^{s} Chambers jun.
R^{d} Hall,
John Smith,
George Tatem.”

The Managers for the Commons ſtated, they ſhould next read a Paragraph from the Directors General Letter in 1778, which went out with Sir Eyre Coote, directing that he ſhould receive the ſame Pay as General Clavering had received.

Read, from Book 221 already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Fort William in Bengal, dated 7th May 1778, beginning at Page 374 of the ſame Book.

5. “ It is our Pleaſure, and we hereby direct that Lieutenant General Sir Eyre Coote do receive the ſame Pay as Commander in Chief of our Forces in India as was received by Lieutenant General Sir John Clavering; and likewiſe that he do enjoy all ſuch Advantages reſpecting an Houſe for his Reſidence at Calcutta, or at any of our other Preſidencies, as are directed to be allowed to our Commander in Chief in the 60th Paragraph of our Inſtructions to our Governor General and Council, dated the 29th Day of March 1774.

“ We direct that the Salary of Ten thouſand Pounds per Annum, which will be payable to Sir Eyre Coote as One of the Members of our Council at Fort William in Bengal, is to take Place and commence upon and from the Day of his Embarkation from Great Britain; and it is our Order, that the Pay of General Coote as Commander in Chief of our Forces in India, do commence from the Day of his Arrival at any of our Settlements in India; and that it be iſſued from our Bengal Treaſury in the Manner directed in the Caſe of General Clavering.

(Signed at the End of the Letter)

“ London,
the 7th May 1778.

“ W^{m} Mills J^{r},
Charles Boddam,
Samuel Peaſh,
Tho^{s} Cheap,
G. Tatem,
R^{d} Hall,
Rob^{t} Gregory,
Jn^{o} Woodhouſe,
G. Wombwell,
W^{m} James,
Ben. Booth,
Joſeph Sparkes,
J. Purling,
Jn^{o} Mitchie,
Rich^{d} Becher,
W. Devaynes,
L. Sulivan.”

The Managers for the Commons informed the Houſe, they ſhould next give in Evidence the Propoſitions made by Sir Eyre Coote in Council on the 12th of April 1779, ſoon after his Landing; and the Propoſitions of Mr. Haſtings at the ſame Council, with reſpect to the Amount of the Eſtabliſhment to be given to the Commander in Chief.

Read, from Book 434, already delivered in, the following Extract of a Conſultation of the 12th April 1779, beginning at Page 377 of the ſame Book.

☞ [" Fort William, the 12th April 1779.

" At a Board of Inſpection; Preſent,

The Honourable Warren Haſtings Eſquire, Governor General, Preſident;
Richard Barwell, } Eſquires;
Philip Francis, }
and
Lieut. Gen. Sir Eyre Coote, K. B.
Mr. Wheler indiſpoſed.

" Read, and approved the Proceedings of the 8th inſtant.

Sir Eyre Coote's Propoſitions, and Allowances drawn by General Stibbert.

" Read, the following Propoſitions of Lieutenant General Sir Eyre Coote, referred from the Council to this Department.

" Propoſitions from Lieutenant General Sir Eyre Coote, referred to the Board of Inſpection.

" 4. That the 5½ Shares of the Revenue do devolve upon Sir Eyre Coote as Commander in Chief, from his Arrival at Fort William on the 23d March, and that General Stibbert do only ſhare as eldeſt Colonel from that Time.

" 5. That the 3000 Rupees per Month, lately granted to General Stibbert for Contingent Expences in the Field, do devolve on General Coote from the 31ſt of March as Commander in Chief.

" 6. That the 16000 Rupees per Annum for ſecret Intelligence do devolve on General Sir Eyre Coote from the 31ſt of March.

(Signed) " W. Bruere,
Acting Sec^y."] ☜

Sir Eyre Coote's Minute on the Subject.

§ (" Sir Eyre Coote delivers in the following Minute.

" The Reference I made to the Board on the Subject of General Stibbert's Allowances, which " exceed mine by 82,750 Rupees per Annum, proceeded from an Idea that they were granted to " him as Commander in Chief under this Preſidency; and as on my Arrival at Fort William he " could be no longer conſidered in that Capacity, whatever he drew under ſuch a Denomina" tion, muſt neceſſarily be diſcontinued to him.

" An Examination of the Minutes of Council has rendered me Maſter of the ſeveral Reaſons " aſſigned for granting him thoſe Allowances; and my Reſearches on this Occaſion have led me " alſo to a Knowledge of the Sentiments which have been expreſſed by the Members of the Board " in general, reſpecting the Inſufficiency of the Salary allowed by the Court of Directors to their " Commander in Chief in India.

" From a long Experience of the Service, I am thoroughly convinced of the Juſtice of this " Opinion, and I am equally certain, that the Court of Directors never meant I ſhould ſuffer " in my private Fortune by carrying on the Public Service.

" You will pleaſe therefore, Gentlemen, to adopt ſuch Meaſures as may prevent any unne" ceſſary Expence from falling upon the Company, and which will at the ſame Time enable me " to execute the Duties incumbent upon me as their Commander in Chief, to viſit the ſeveral " Stations of the Troops, or to take the Field, if neceſſary, without involving myſelf in Expences " which I ſhould be unable to ſupport.

(Signed) " E. Coote.") §

Mr. Francis's Opinion on Sir Eyre Coote's Propoſitions.

☞ [" Mr. Francis.—I have prepared my Opinion on the Commander in Chief's Propoſitions, and beg leave to lay it before the Board.

" My Opinion on the Amount of General Stibbert's Allowances, is very fully ſtated in the Conſultation of the 14th of May 1778; and I adhere to it in every Particular. I think they ſhould now be reduced to the Eſtabliſhment at which they ſtood during General Clavering's Command. This Eſtabliſhment was formally referred to the Company, and confirmed by them in their Letter of the 24th of December 1776, Paragraph 49. I cannot conſent to any Variation from the Allowances fixed for and enjoyed by General Clavering, without the Company's Orders. The very laſt which they have given us, and which Sir Eyre Coote brought out with him, direct, ' that ' Lieutenant General Sir Eyre Coote do receive the ſame Pay as Commander in Chief of their ' Forces in India, as was received by Lieutenant General Sir John Clavering.' If all the Allowances ſtated in the Propoſitions are agreed to, the preſent Commander in Chief will receive Eighty-two thouſand two hundred Current Rupees per Annum more than was received by his Predeceſſor.

(Signed) " P. Francis."] ☜

Mr. Barwell's Minute on the Subject.

§ (" Mr. Barwell.—As I expect in a ſhort Time the Orders of the Company on the additional " Allowances drawn by Brigadier General Stibbert, there does not appear any urgent Neceſſity " to proceed in the Regulation of ſuch Allowances, until the Arrival of the Company's Inſtruc" tions. The Court of Directors, in fixing the eſtabliſhed Salary for a Commander of all their " Forces in India, have expreſſed it as a Salary: They, therefore, certainly intended it to be " drawn free and diſburthened from all Diſburſements to be incurred in the immediate Execution " of their Military Service; they certainly did not intend to put the Commander in Chief of all " their Military Forces upon a meaner Eſtabliſhment than the Provincial Commander in Chief at

“ the other Preſidencies, or General Stibbert, whoſe Allowance (the 49th Paragraph of their Letter of the 24th December 1776) is reckoned at 82,000 Rupees. Theſe Facts are ſo very ſtriking, that I cannot doubt of our having full Authority to regulate an Eſtabliſhment for Sir Eyre Coote, while in the Field, as may be ſuitable to his high Rank, and bear ſome Proportion to the Allowances made to the ſubordinate Field Officers of this Government. I am for the Queſtion, that a Field Eſtabliſhment be formed for Lieutenant General Sir Eyre Coote, Commander in Chief of all the Company's Forces, while in the Field.

Governor General's Anſwers to Sir Eyre Coote's Propoſitions.

4. “ Governor General.—The Allowance of 5½ Shares of the Commiſſion on the Revenues was not an Emolument annexed to his Station, but a Bounty ſpecially and perſonally granted to General Stibbert, by the Orders of the Court of Directors, in the 31ſt Paragraph of their General Letter of the 16th April 1777. It cannot therefore be taken from him, but by the ſame Authority.

5. “ The Allowance of 3,000 Rupees ⅌ Month for contingent Expences in the Field, was granted to General Stibbert by a ſeparate Act of this Board: Though their Reſolutions upon this Subject have been various, yet the Opinions of the different Members reſpecting the Neceſſity of ſuch an Allowance, have been generally the ſame, as may be ſeen by the Proceedings of the Board of the 29th February 1776, when this Subject was firſt brought under the Conſideration of the Board, and for other Reaſons rejected. For the Truth of this, I appeal particularly to the Opinions of General Clavering and Colonel Monſon.

“ This was never meant as an Allowance annexed to the Station of Commander in Chief, for when it was firſt propoſed, General Stibbert was not conſidered as inveſted with that Character, but to defray the unavoidable Expences attendant on the Command in the Field.

“ As the Reſolution of the Board upon this Subject has been long ſince referred to the Court of Directors, with another relative Circumſtance which muſt force their Attention to it, and draw from them a clear Deciſion upon it; and as that Deciſion may be expected with the firſt Diſpatch of the Seaſon, I think it would be improper and irregular to make any Alteration in it at this Time.

6. “ I do not recollect any Order which authorizes General Stibbert to draw a fixed Sum for ſecret Service. This is an Expence in its Nature variable; and the Court of Directors, in their Letter of the 24th December 1776, have expreſsly directed that it ſhall not be fixed, but that ‘ Colonel Stibbert,’ (that is, the Commander in the Field) ‘ ſhall be paid ſuch Expences as ſhall appear to us to have been neceſſarily incurred by him from Time to Time on that Account.’

“ I apprehend that this is a Service which will properly and excluſively belong to the Commander in Chief, whenever his Situation will enable him to aſſume the Charge of it; and that General Stibbert ſhould be accordingly directed to conform to his Orders reſpecting it.

Governor General's Minute and Obſervations on the incidental Charges of the Commander in Chief.

“ Governor General.—Reſpecting the incidental Charges of the Commander in Chief, when he is in the Field, or, which in this Point will be equivalent, when he is abſent from the Preſidency, I ſhall premiſe the following Obſervations.

“ 1ſt, The preſent Allowances, drawn by Brigadier General Stibbert, are as follow:

Pay, as Brigadier General, 750 l. ⅌ Annum, or —	7,500
Table Expences in the Field — — — —	60,000
Contingent Expences in the Field — — —	36,000
Commiſſion on the Revenue, C^t R^s 21,368, or —	19,250
Sonaut Rupees —	1,22,750

“ I do not reckon the Allowance for ſecret Service, becauſe I regard it as a Publick Charge, in which he has no Intereſt, or other Concern, than faithfully to diſburſe what he draws.

“ 2d, Of the above Eſtabliſhment, the following Sums have been allotted to General Stibbert, by the expreſs Appointment of the Court of Directors:

Pay, as Brigadier General — — — —	7,500
Table Charges in the Field — — — —	60,000
Commiſſion on the Revenues at that Time, as I find it computed in Mr. Francis's Minute of the 14th May 1778, C^t R^s 24,486, or — — — —	22,059
Sonaut R^s	89,559

“ 3d, The Salary allowed to the Commander in Chief, by the fundamental Regulations of this Government, is 6,000 l. ⅌ Annum, or Rupees 60,000.

“ 4th, This Sum is expreſſed to be in lieu of all Charges and Contingencies in the Field; but the Court of Directors have ſince granted to their Firſt Colonel on this Eſtabliſhment, as I have

“ remarked above, an annual Stipend of 89,559 Rupees, a Sum exceeding that of the Commander “ in Chief by nearly 50 ℘ Cent.

“ But it cannot be ſuppoſed that the Court of Directors ever meant to invert the Order of the “ Service, and that in ſo great a Degree, as to make ſo partial and unjuſt a Diſtinction between an “ Officer, placed not by Selection, but by caſual Succeſſion, at the Head of a ſingle Eſtabliſh- “ ment, and the Commander in Chief of all the Britiſh Forces in India. Therefore, when they “ paſſed theſe Grants to Colonel, now General Stibbert, they virtually eſtabliſhed a Precedent for a “ proportionate Augmentation of the Allowances of the Commander in Chief; for it cannot be “ diſputed, that his unavoidable Expences in the Diſcharge of the various Duties annexed to his “ Station, muſt greatly exceed thoſe of General Stibbert in a limited Command; and I will pre- “ ſume, that had it been at the ſame Time propoſed to aſcertain the Allowances of the Commander “ in Chief, they would have augmented them proportionably.”)

§

and Motions.

☞ [“ On the premiſed Grounds I move,

“ 1ſt, That the Commander in Chief be allowed to draw for the Expences of his Table, when he is in the Field, the Monthly Sum of 7,500 Sonaut Rupees, or 90,000 Rupees ℘ Annum.

“ 2d, That the Commander in Chief be authorized to draw for the following Eſtabliſhment, for himſelf and his Staff when he is in the Field, in lieu of travelling and all incidental Charges whatever when in the Field.

“ ESTABLISHMENT for General Coote and his Staff.

12	Budgerows	150	1,800
30	Boats	40	1,200
10	Elephants	75	750
200	Coolies	5	1,000
28	Hircarrahs	7	196
1	Head ditto	30	30
1	Nail	15	15
50	Laſcars	8	400
1	Serang	20	20
2	Tindals	15	30
4	Hackeries	30	120
2	Gurrymen	7½	15
2	Writers	—	150
	Stationary	—	200
12	Horſes	—	360
		Sᵗ Rˢ	6,326

“ The Sums which I have annexed to the Eſtabliſhment, are added merely to ſhew the computed Amount of it, but are not taken from any correct Authority, nor meant to be a Part of the Propoſition; if this Motion ſhall be agreed to, it will be the Province of the Commiſſary General to affix the Rates of Expence to each Article, and I ſhall propoſe that they be referred to him for that Purpoſe.

“ Mr. Francis.—On the Principles on which the Opinion I have already given was founded, I have much more Reaſon to object to the Eſtabliſhment now propoſed, than to the Commander in Chief’s firſt Propoſitions; all the Allowances granted to General Stibbert, as Commander in Chief or otherwiſe, and which I have conſtantly objected to as exceſſive, are to be continued, and at the ſame Time a totally new Eſtabliſhment created, amounting to the Monthly Charge of Current Rupees 15,302 7 3, or 1,83,629 7 ℘ Annum. I am againſt the Motion.”]

Mr. Francis’s Opinion on the Governor General’s Motions.

☞

Mr. Barwell’s Opinion thereon.

§ (“ Mr. Barwell.—I cannot concur in Opinion with Mr. Francis, that the propoſed Eſtabliſhment “ is a double one. I do not underſtand theſe Allowances are to be drawn upon any other Occa- “ ſion than that for which it is expreſſed, for the General’s Expences in the Field. There is no “ immediate Call, that I know of, upon the Commander in Chief to leave the Preſidency, and “ before a Month is paſſed, we ſhall, in all Probability, receive the Orders of the Court of Direc- “ tors, whether Brigadier General Stibbert is to draw the Allowances which he is now entitled to “ receive, or whether they are to ceaſe. In either Caſe, the Neceſſity of the Eſtabliſhment now “ propoſed for the Commander in Chief of all the Company’s Forces is but a ſingle Eſtabliſhment; “ nor is this a Monthly Eſtabliſhment, or if it was, is it of the Extent ſtated; it is an Eſtabliſh- “ ment only to be drawn when the publick Service calls the Commander in Chief from the Preſi- “ dency. That it will be drawn, I admit; but it is not probable it will be drawn through the “ whole Year; beſides, it is a Charge limited to a ſpecific Sum, but does not neceſſarily include “ the Expenditure of the whole Amount. I agree to the Propoſition.

“ Governor General.—I agree to the Propoſition.”)

§

Governor General’s Opinion,

[“ Reſolved,

Reſolutions and

[“ Reſolved, That the Commander in Chief of the Company's Forces in India be allowed to draw, for the Expences of his Table when he is in the Field, the monthly Sum of Seven thouſand five hundred Sonaut Rupees, or Ninety thouſand Rupees per Annum.

“ Reſolved, That the Commander in Chief of the Company's Forces in India, be allowed to draw for the following monthly Eſtabliſhment for himſelf and his Staff, when he is in the Field, in lieu of travelling and all incidental Charges whatever when in the Field:

12 Budgerows.
30 Boats.
10 Elephants.
200 Coolies.
28 Hircarrahs.
1 Head Do.
1 Naib.
50 Laſcars.
1 Serang.
2 Tindals.
4 Hackeries.
2 Gunymen.
2 Writers.
Stationary.
12 Horſes.

Order to the Commiſſary General.

“ Ordered, That this Eſtabliſhment be referred to the Commiſſary General, with Directions to affix the Rates of Expence to each Article ſpecified therein. (a)]

(Signed at the End of the Conſultation)
“ Warren Haſtings,
Richd Barwell,
P. Francis,
Eyre Coote.”

The Managers for the Commons ſtated, they ſhould next give in Evidence certain Articles of the Treaty with the Vizier, ſhewing what the Vizier was bound to provide; in Contradiction to which Treaty Sir Eyre Coote's Allowances were afterwards charged upon him.

Read, from Book 11, already delivered in, the following Extract of a Conſultation of the 6th June 1775, beginning at Page 20 of the ſame Book.

“ Fort William, the 6th June 1775.

Secret Dept Tueſday.

“ At a Council; Preſent,
The Honble. Warren Haſtings, Govr Genl, Preſident;
Lieut General John Clavering,
The Honble. George Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

“ Sixth. The Nabob Auſſup-ut-Dowlah, for the Aid and Aſſiſtance of the Engliſh Troops when ſtationed with him, ſhall pay Monthly from the Date of this Treaty, for the Charges of a Brigade, the Sum of Two Lacks Sixty thouſand Owd Sicca Rupees of the 16th Year, agreeable to the preſent Currency. If in future this Currency ſhould be aboliſhed, the Decreaſe or Increaſe of Batta ſhall be mutually given and received by the Parties. The Particulars of a Brigade are, vizt Two Battalions or One Regiment of Europeans, One Company of Artillery, and Six Battalions of Sepoys.

“ The aforeſaid Nabob ſhall, whenever the Engliſh Troops paſs the Boundaries of the Company's Provinces at his Requeſt, pay the ſtipulated Sum monthly from that Time until their Return to the above-ſaid Boundaries.

“ Seventh. If the aforeſaid Nabob ſhall ever require the Aid and Aſſiſtance of the Engliſh Company for the Defence of any other of his Countries beſides thoſe above ſpecified, he will fix ſomething for the Company proportioned to the Service.

“ The Engliſh Company, and all the Engliſh Serdars, engage to perform whatever Articles are now mutually ſettled, and in the future, during the Life of the Nabob Aſſuph-ut-Dowlah, they will never vary or depart from them. They will not in any Reſpect or Manner make Requeſts of any Thing new contrary to the Tenor of this Treaty.

“ The Parties mutually ſwear, according to their reſpective Faiths, to abide by theſe Engagements, dated the 20th of Rubby-ut-Ewul 1189 of the Hegira, on the 21ſt of May 1775.

A true Tranſlation.
(Signed) “ John Briſtow,
Rest at the Court of the Nb of Owd.

(Signed at the End of the Conſultation)
“ Warren Haſtings,
Geo. Monſon,
Richd Barwell,
P. Francis.”

(a) Vide Appendix, No CXCVIII.

To ſhew that the extra Allowances to Sir Eyre Coote were charged on the Vizier, by Order of the Governor General and Council, in Contradiction to this Treaty,

Read, from Book 56, already delivered in, the following Extract of a Conſultation of the 1ſt November 1779, beginning at Page 117 of the ſame Book.

" Fort William, 1ſt November 1779. Rev. Depᵗ Monday.

" At a Council; Preſent,
The Honble. Warren Haſtings, Govʳ Genˡ, Preſident;
Richard Barwell,
Philip Francis,
Edward Wheler, } Eſquires.

Sir Eyre Coote gone to viſit the different Stations of the Army.

Governor General. " The Governor General moves, That the Reſident at the Vizier's Court may be furniſhed with an Account of all the extra Allowances and Charges of the Commander in Chief when in the Field, with Orders to add the ſame to the Debit of the Vizier's Account as a Part of his General Subſidy; the Charge to commence from the Day on which the General ſhall paſs the Carumaſſa, and to continue till his Return to the ſame Line.

Mr. Francis. " Mr. Francis.—The ſpecific Amount of the Vizier's Subſidy is fixed by the Treaty, and cannot be encreaſed without his Conſent; it is true, we may extort from him the Sum now propoſed, or any other Sum we think proper; but it is againſt Juſtice, and I am ſure will never be approved of by the Company, though it is propoſed, I imagine, with a View of appearing to relieve them from the immediate Expence of thoſe Extraordinary Allowances which the Governor General and Mr. Barwell have given to Sir Eyre Coote againſt their poſitive Orders, and againſt Law. The Vizier has not invited Sir Eyre Coote into his Country, nor do I know of any Service which his Preſence there can produce to the Vizier, which alone could furniſh a Pretence for demanding any additional Subſidy from him; I am, therefore, againſt the Motion.

Governor General. " Governor General.—This is ſtrange Language; and what, though not unprecedented at this Board, I did not expect on the preſent Occaſion, and with ſo little Provocation. When a Member of this Board ſhall take upon * to reprobate a Motion, either from the Head of this Department, who is compelled to propoſe what he thinks the Neceſſities of the Service require, and has not an Option to withhold it, or from any of the other Members of it, with Terms of Reproach and Obloquy, and to charge him with Extortion and Artifice, he ought at leaſt to be certain of the Facts on which he grounds ſuch ſevere Charges. The Ground aſſigned for thoſe in the preceding Minute is, that 'the ſpecific Amount of the Vizier's Subſidy is fixed by the Treaty.' I will not deſcend to copy Mr. Francis's Language or Manners in my Reply to this Aſſertion; but I will deſire the Board to recollect that the Subſidy, the ſpecific Amount of which is fixed by the Treaty, appertains only to the Brigade ſtationed in the Province of Owde; and that an additional Force has ſince been joined to this, for the Defence of the Nabob's other Dominions, the Whole of which has been, and continues to be, borne by the Nabob, with his Agreement. I know not how to diſtinguiſh between that Portion of the Expence attending the Command of theſe Forces, and that of the regular Brigade, ſince they are now blended in one Command by the Regulations lately formed; and as this whole Force is ſtationed there ſolely for the Service of the Nabob of Owde, the Expence ought, in my Opinion, to be ſolely his.

* Sic in Orig.

Mr. Francis. " Mr. Francis.—When the Weight of an Argument is felt, there is ſome Relief in cavilling about Terms. As to Language and Manners, I allow that the Governor General is perfect Maſter of both, whenever he is Maſter of himſelf. I leave the Stile of the Two preceding Minutes to be compared and judged of by others. In reply to the laſt, I ſhall only ſay, that I think my Objection is not anſwered. The Subſidy for the Brigade in the Field is fixed by Treaty; that, I preſume, we are agreed, cannot be increaſed at our Diſcretion; but if we can encreaſe the Vizier's Expence on Account of the other Troops commanded by Britiſh Officers in his Service, according to our Judgement, I imagine it amounts to the ſame Thing: We create new Eſtabliſhments, of which he is not apprized; we ſend Officers into his Country whom he has not invited thither; and we tell him that all this is done for his Service, and that he muſt pay for it. I know not by what Limits that diſcretionary Power, if exerciſed by us in one Inſtance, eſpecially of ſuch Magnitude as the preſent, can be reſtrained; the Vizier certainly, who is the principal Perſon concerned, has no Voice in the Queſtion.

Mr. Wheler. " Mr. Wheler.—I am againſt the Queſtion.

Mr. Barwell. " Mr. Barwell.—I am for the Queſtion. I have impartially conſidered the Arguments for and againſt it; and I am convinced that it will both have the Approbation of the Company, and be vindicated by the obvious Neceſſity that require the Preſence of the Commander in Chief in the Vizier's Dominions. Some Regulations and Orders that the Board have iſſued, have indeed, in their Operation, checked a few material Defects in the firſt Plan ſuggeſted for giving the Nabob's

Troops to Britiſh Officers, uncontrouled in their Charges. Theſe Orders have reduced them to our preſent Eſtabliſhment, have totally annihilated thoſe Contracts for Horſes, for Bullocks, and the Liberty of charging Batta upon the Receipts of Money, and on Tuncaws, as licenſed by the Miniſter of our Government at that Period. The great Relaxation which has proceeded from that Irregularity, and Want of Command which the firſt Syſtem could not fail to introduce, can never be effectually remedied by any Superintendence and Controul at the Diſtance of 900 Miles; but I flatter myſelf that a local and ſpirited Diſcharge of that Duty, which the Commander in Chief ſeems determined to execute, will effect the ſalutary Reform ſo much needed.

" Agreed to the Governor General's Motion.

" The following Letter is accordingly written to the Reſident at the Vizier's Court.

" To Mr. Purling.

" Sir,

" The Commander in Chief having thought it neceſſary to viſit the different Stations of the Army, we judge it proper that his Extra Allowances and travelling Charges ſhould be defrayed by the Vizier, from the Period when he ſhall croſs the River Carumnaſſa, until the Date of his Return to the ſame; we therefore encloſe an Account of the Eſtabliſhment fixed for the Extra Diſburſements of the Commander in Chief, while in the Field, and direct that you add the Amount thereof to the Debit of the Vizier's Monthly Account of Military Charges, as a Part of his General Subſidy during the above Period.

" Fort William,
1ſt November 1779."

We are, &c.

" Reſolved, That the Governor General be requeſted to write to the Vizier in the Terms of the Motion.

(Signed at the End of the Conſultation)

" Warren Haſtings.
Rich^d Barwell.
Edw^d Wheler."

The Managers for the Commons informed the Houſe, that they ſhould next produce a Letter from the Governor General and Council to the Court of Directors, informing them of this Tranſaction; and ſtating that the Nabob Vizier had aſſented to the Propoſal.

Read, from Book 25, already delivered in, the following Extract of a Letter from the Governor General and Council, at Fort William, to the Court of Directors, dated Fort William, the 14th January 1780.

60. " As the Preſence of the Commander in Chief will be moſtly confined to the Grand Poſts of the Army in the Dominions of the Vizir, we thought it but juſt to include the Field Allowances and travelling Charges which had been annexed to his Station by our Reſolution in the Inſpection Department, in our Demand upon the Vizir, from the Date of his paſſing the Carumnaſſa, as the Vizir, excluſive of the fixed Subſidy from one Brigade ſtationed for the Defence of his * guaratied Dominions, is bound to diſcharge the actual Expences of all the Troops employed for the Protection of the Countries lying beyond that Line; we therefore wrote to the Reſident to this Effect, and he has acquainted us with the Vizir's ready Aſſent to his Propoſal (*a*).

* Sic in Orig.

20th Dec.

(Signed at the End of the Letter)

" Warren Haſtings.
P. Francis.
Edw^d Wheler."

The Managers for the Commons informed the Houſe, That as Mr. Haſtings had ſtated to the Court of Directors that the Nabob had readily aſſented to theſe Propoſals, they ſhould here again read a Letter from the Nabob to Mr. Haſtings already in Evidence before the Houſe.

Read, the following Extract from Page 542 of the Printed Minutes.

" Read, Extract of a Letter from the Nabob Vizier to Mr. Haſtings—received 24th of February 1780, from Book 116, beginning at Page 136 of the ſame Book.

" From the Nabob Vizier. Received 24th February 1780.

" I have received your Letter, and underſtand the Contents. I cannot deſcribe the Solidity of your Friendſhip and brotherly Affection which ſubſiſted between you and my late Father.

(*a*) Vide Appendix, N^o CXCIX.

From the Friendſhip of the Company he received numberleſs Advantages; and I, notwithſtanding I was left an Orphan, from your Favour and that of the Company, was perfectly at Eaſe, being ſatisfied that every Thing would be well, and that I ſhould continue in the ſame Security that I was during my Father's Lifetime, from your Protection. I accordingly, from the Day of his Death, have never omitted to cultivate your Favour, and the Protection of the Company; and whatever was the Deſire and Directions of the Council at that Time, I have ever ſince conformed to, and obeyed with Readineſs. Thanks be given to God, that I have never as yet been backward in performing the Will of the Engliſh Company, of the Council, and of you, and have always been from my Heart ready to obey them; and have never given you any Trouble from my Difficulties or Wiſhes. This I have done ſimply from my Knowledge of your Favour towards me, and from my being certain that you would learn the Particulars of my Diſtreſſes and Difficulties from other Quarters, and would then ſhew your Friendſhip and Good-will in whatever was for my Advantage: But when the Knife had penetrated to the Bone, and I was ſurrounded with ſuch heavy Diſtreſſes that I could no longer live in Expectations, I then wrote an Account of my Difficulties.—The Anſwer which I have received to it is ſuch, that it has given me inexpreſſible Grief and Affliction. I never had the leaſt Idea or Expectation from you and the Council, that you would ever have given your Orders in ſo afflicting a Manner, in which you never before wrote, and which I could not have imagined. As I am reſolved to obey the Orders and Directions of the Council without any Delay, as long as I live, I have, agreeable to thoſe Orders, delivered up all my private Papers to him, that when he ſhall have examined my Receipts and Expences, he may take whatever remains. As I know it to be my Duty to ſatisfy you, the Company and Council, I have not failed to obey in any Inſtance; but requeſted of him that it might be done ſo as not to diſtreſs me in my neceſſary Expences. There being no other Funds but thoſe for the Expences of my Muteſeddies, Houſehold Expences, and Servants, &c. he demanded theſe in ſuch a Manner, that, being remedileſs, I was obliged to comply with what he required. He has accordingly ſtopped the Penſions of my old Servants of 30 Years, whether Sepoys, Muteſeddies, or Houſehold Servants, and the Expences of my Family and Kitchen, together with the Jaghiers of my Grandmother, Mother, and Aunts, and of my Brothers and Dependents, which were for their Support. I had raiſed 1500 Horſe and 3 Battalions of Sepoys, to attend upon me; but as I have no Reſources to ſupport them, I have been obliged to remove the People ſtationed in the Mahals, and to ſend his People into the Mahals; ſo that I have not now One ſingle Servant about me. Should I mention what further Difficulties I have been reduced to, it would lay me open to Contempt. Although I have willingly aſſented to this, which brings ſuch Diſtreſs on me, and have in a Manner altogether ruined myſelf, yet I failed not to do it; for this Reaſon, becauſe it was for your Satisfaction and that of the Council; and I am patient and even thankful in this Condition: But I cannot imagine from what Cauſe you have conceived Diſpleaſure againſt me.—From the Commencement of my Adminiſtration, in every Circumſtance I received Strength and Security from your Favour and that of the Council; and in every Inſtance you and the Council have ſhewn your Friendſhip and Affection for me: but at preſent, that you have ſent theſe Orders, I am greatly perplexed.

"Sir, I was in Hopes, from your Friendſhip, that if, which God forbid, any Diſpleaſure ſhould ariſe in your Mind, you would have firſt given me your Advice on it, in ſuch a Manner as is uſual to Perſons of Diſtinction, and where I ſhould have learnt it, were it true, I ſhould be the more abaſhed by it; and having explained and reconciled it to you, whatever might be your Wiſh and that of the Council, which might have been for my Advantage, it ſhould be complied with; or if it had been falſe, I ſhould have written ſo to you, that it might be explained to you fully. At preſent, aſſenting to every Thing which is required of me, I have executed your Orders; but am in Hopes of your Favour, that I may ſome Time or other have a Meeting with you, in which I may make known to you all my Diſtreſſes, and after that perform whatever may be your Will. I ſhall not trouble you with long Accounts of my Loſſes reſpecting my Affairs; for all my Concerns and Dignity depend on you and the Council, and you will perform every Thing which is for my Advantage and Intereſt, and for the Honour and Credit of the Company and of you.—This is not delayed by my Requeſts. As you and my late Father were like Brothers, I am in the ſame Degree as your Nephew. I am therefore confident, that you will direct whatever may appear to you adviſeable for me. I am only wiſhing for a Meeting with you; and I hope from your Friendſhip, that whatever you may determine upon for this Buſineſs, or whatever Place you can come to from Calcutta, you will inform me of it; or ſhould you have no Leiſure for it, I will repair to Calcutta. It is neceſſary you write all theſe Circumſtances to me.—Sir, if from your Friendſhip you ſhould write your Aſſent to this, it is well; I will come with great Satisfaction and Pleaſure; and although you ſhould forbid my coming, I will not put it off, but ſhall be the more deſirous of it, ſince I have not One ſingle Perſon near me who could make much Preparations neceſſary for the Journey, not even one Attendant. I ſhall, however, travel alone to your Quarter with great Pleaſure. My Situation abſolutely requires it, as I cannot at preſent remain here by any Means. If I have once an Interview with you, I ſhall have my Heart at Eaſe; after that, whatever your Orders and thoſe of the Council may be, they ſhall be obeyed. At preſent, that it is difficult for me to ſupport myſelf alive, by the Bleſſing of God, you who are prudent can remove my Griefs, and are favourably inclined to me, and will perceive, that when I am reduced to that State, that all my Servants are diſmiſſed, and my Houſhold Expences, and even my Kitchen, ſtopped, how can I ſupport it, or remain alive? I am ready and reſolved to preſerve the Friendſhip and Good-will of you and the Council to the utmoſt of my Life and Property, and have continually obeyed whatever has been your Orders and thoſe of the Council. What the People of Diſtinction of every Nation deſire, that their Name, Honour, and a Sufficiency for their unavoidable Expences may be preſerved to them, I have no other Wiſh. If, which God forbid, this ſhould not take Place, it will be difficult for me to live One Inſtant.

“ I am therefore hopeful, that you will favour me with an Anſwer to this Letter, agreeable to my Requeſt. My ſole Strength and Security is from your Favour and that of the Council. Further Particulars will be made known to you by Rajah Govind Ram (a).”

The Managers for the Commons ſtated, they ſhould next produce a Letter from the Court of Directors to the Governor General and Council, dated October 18th 1780, and which arrived in Bengal in April 1781; to prove that the Company condemned theſe Allowances to Sir Eyre Coote, and ordered them to be diſcontinued.

Read, from Book 431, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Fort William in Bengal, dated London, the 18th October 1780.

4. “ Your Proceedings relative to ſeveral extra Allowances granted to Sir Eyre Coote have been but a few Days before us; by an early Opportunity we ſhall give you our Sentiments and Inſtructions fully upon that Subject; at preſent, we only obſerve, that theſe Allowances appear to us in a Light ſo very extraordinary, and ſo repugnant to the Spirit of a Reſolution of the General Court of Proprietors reſpecting the Allowance made to General Clavering, that we poſitively direct that they be diſcontinued immediately, and no Part thereof paid after the Receipt of this Letter.

(Signed at the End of the Letter)

“ London,
the 18th October 1780.

“ J. Stables, W. Devaynes,
F. Baring, L. Sulivan,
J. Manſhip, Rd Becher,
Jas Moffatt, Ben. Booth,
W. G. Freeman, Jno Michie,
Wm James, Jno Harriſon,
Thos Cheap, L. Darell Junr,
Robt Gregory.”

Read, from Book 435, already delivered in, the following Extract of a Conſultation of the 27th April 1781.

“ Fort William, 27th April 1781.

Pub. Dept.
Friday.

“ At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident; and
Edward Wheler Eſquire.
Lieutt Genl Sir Eyre Coote K. B. abſent on Command at the Preſidency of Fort St. George.

“ There being no Meeting of the Council on the Day on which the Diſpatches of theſe Ships arrived, thoſe of the Lively Brig, which were brought by the Earl of Dartmouth, and made Part of a Packet from Fort Saint George, were carried to the Governor General by the Secretary, in whoſe Preſence they were opened and read, and afterwards communicated by the Secretary to Mr. Wheler. Having been opened, they were found to contain General Orders from the Court of Directors, dated 5th July and 16th * October 1780, with the other Papers mentioned in the Liſt of † Packet.

* Sic in Orig.
† Sic in Orig.

“ Ordered, That the ſeveral Papers of the Diſpatch, and Paragraphs of the Letters, be diſtributed to the Officers and Perſons to whom they belong.

“ Ordered, That a Copy of the Paragraph reſpecting the Allowance granted to General Sir Eyre Coote be tranſmitted to him, and that the Commiſſary General be informed, that the Allowance granted by this Government to General Sir Eyre Coote in the Year 1778 is diſcontinued, no Part of it being to be paid after this Date.

(Signed at the End of the Conſultation)
“ Warren Haſtings,
Edwd Wheler.”

(a) Vide ſupra, Page 542.

The Managers for the Commons ſtated, they ſhould here refer to a Part of Mr. Middleton's Examination, already in Evidence, reſpecting certain Tranſactions relative to this Matter, to ſhew that Mr. Haſtings was in the general Habit of charging upon the Vizier contrary to the Treaty.

Read, the following Extract from Page 937 of the printed Minutes.

‘ Q. Did you think yourſelf authorized to place any Perſon upon the Nabob's Liſt, for Penſions or Gratuities, after the Treaty of Chunar?

‘ A. Upon my own Authority?

‘ Q. Yes.

‘ A. No; certainly not.

‘ Q. Upon whoſe Authority did you do it?

‘ A. Is the Fact eſtabliſhed that I did do it?

‘ Q. Did you ever do it?

‘ A. I do not know I did.—No; certainly I did not.

‘ Q. It is in your own Evidence that you did do it. With reſpect to the Communication made with Mr. Haſtings reſpecting Perſons to be placed privately upon the Nabob's Penſion Liſt, you ſaid you had not received a written Order from Mr. Haſtings, but that it was a verbal Communication, that the Names were given to you verbally?

‘ A. I recollect it; and I believe it will be found, by recurring to that Evidence, that it meant Perſons who were to ſtay at Lucknow. I do not recollect it mentions a ſingle Word about Penſions.

‘ Q. Recollect whether you did or did not receive any Inſtruction, Direction, or Communication, from Mr. Haſtings, reſpecting any Perſons continuing to receive Penſions, or Gratuities, after the Treaty of Chunar?

‘ A. I am very ſorry to have Occaſion to throw myſelf on your Lordſhips Indulgence again: This is a Queſtion which certainly muſt criminate myſelf; if I did receive ſuch Orders, or acted upon them; or without acting upon them, if I did not diſcloſe them to my Superiors, I was clearly criminal.

‘ Q. The Queſtion now is, Whether you did receive any Orders to that Effect?

‘ A. If I did receive them, and did not diſcloſe them, I believe it will be found I certainly was criminal in that Reſpect.

‘ Q. Whether you did not receive Inſtructions from the Board, whom you ſtate as your Superiors, and to whom you was bound to communicate every Thing, to obey Mr. Haſtings's Orders as clothed with the Authority of the whole Council?

‘ A. Certainly, during his Continuance in the Upper Provinces.

‘ Q. Then whether you did not receive ſuch Orders from Mr. Haſtings?

‘ A. May I aſk what Orders?

‘ Q. To continue any Perſons whatſoever upon Penſions, or Gratuities, after the Treaty of Chunar?

‘ A. I really do not recollect that I received any Orders from Mr. Haſtings upon the Subject. I certainly have mentioned, that I received a Communication from Mr. Haſtings in Converſation, mentioning the Gentlemen that were to remain at Lucknow.

‘ Q. Whether, according to the beſt of your Recollection, you have not received ſome Orders or Communications, reſpecting Perſons to continue upon Penſions or Gratuities after the Treaty of Chunar?

‘ A. I really do not recollect I did; but I muſt again obſerve, that if I did receive them, and did not diſcloſe them, I was criminal in ſo doing; if I am not ſo, I wiſh to be informed by your Lordſhips. According to my own Conception, I am criminal in receiving ſuch Order without diſcloſing it.

‘ Did you receive the Orders or not?

‘ A. I do not recollect I received any Orders, but I believe I have occaſionally received Recommendations from Mr. Haſtings.

‘ Q. Whether you did not receive ſome of thoſe Recommendations before you parted with Mr. Haſtings at Chunar?

‘ A. I rather think I did (*a*).’

(*a*) Vide ſupra, Page 937.

Read, the following Extract from Mr. Haſtings's Defence, delivered at the Bar of the Houſe of Commons, beginning at Page 287 of the ſame.

“ When Sir Eyre Coote arrived in Calcutta in April 1779, he propoſed viſiting the different Stations of the Army, and he moved at the Board, That a Field Eſtabliſhment ſhould be formed for him. The Allowances of General Stibbert, the Provincial Commander in Chief, as authorized by the Court of Directors, were very conſiderable, his Table Allowance alone was above £. 7,000 a Year; and Sir Eyre Coote's Allowances of every Kind, as ordered by the Court of Directors, £. 6,000 a Year. An Eſtabliſhment was formed for Sir Eyre Coote, for Boats, Budgerows, Table Expences, Camp Equipage, &c. when in the Field, calculated, as I firmly believe, ſo as not to exceed the additional Expences which he incurred by his Abſence from Calcutta; for it was then only that he was to draw theſe additional Allowances. On his croſſing the Carumnaſſa, the Allowances were paid by the Nabob Vizier. In the Month of September 1780, he returned to Calcutta, and embarked for Madras with a powerful Reinforcement, and a large Supply of Treaſure, during the Heighth of the Monſoon, on a moſt important and hazardous Service. In the Month of April 1781, the Order of the Court of Directors arrived, diſapproving of the Allowances which we had granted to Sir Eyre Coote, and poſitively ordering them to be ſtruck off; and they were immediately diſcontinued. By what Authority Sir Eyre Coote continued to receive this Allowance from the Nabob Vizier, I know not; but I have a faint Recollection of Mr. Croftes having mentioned the Circumſtance to me a ſhort Time before Sir Eyre was returning to Madras, in the Month of January 1783; and I have no Doubt of his having received my Authority to write to Mr. Briſtow. Sir Eyre Coote was then on the Point of returning to Madras, with a Conſtitution worn out in the Publick Service, by Exertions almoſt beyond Belief. His Life was of the utmoſt Importance: I had not a Doubt of his Succeſs againſt Mr. Buſſy, could he have arrived in tolerable Health upon the Coaſt.—This was not a Time for me to diſpute any Point that could add to his Chagrin. His Expences were conſiderable: He had Three ſeparate Eſtabliſhments; One at Calcutta, One at Madras, and the Third in the Field. The Allowance, as I underſtood, was voluntarily paid by the Vizier. I could have had no private Intereſt of my own to gratify at any Period of our Connection, more eſpecially at a Moment when the whole World knew that Sir Eyre Coote could not live Six Months, having, when he returned to Madras, as he truly ſaid, ‘ One Foot in the Grave, and the other at the Edge of it.’—This Honourable Houſe is now in Poſſeſſion of the Tranſaction, and of my Motives for the Share which I had in it.” (a)

The Managers for the Commons ſtated, that, in order to explain this Paſſage in the Defence of Mr. Haſtings, they would now proceed to read certain Parts of the Charges againſt Mr. Haſtings, preſented to the Houſe of Commons, to which Parts the Paſſage of Mr. Haſtings's Defence, now read, is in Anſwer.

Read, the following Extract from the 7th Article of Charge preſented to the Houſe of Commons againſt Mr. Haſtings, beginning at Page 26 of the ſame.

“ That on the 1ſt of November 1779, the ſaid Warren Haſtings did move and carry it in Council, ‘ That the Reſident at the Vizier's Court ſhould be furniſhed with an Account of all the extra Allowances and Charges of the Commander in Chief, when in the Field, with Orders to add the ſame to the Debit of the Vizier's Account, as a Part of his General Subſidy; the Charge to commence from the Day on which the General ſhall paſs the Carumnaſſa, and to continue till his Return to the ſame Line.’—That this additional Expence, impoſed by the ſaid Warren Haſtings on the Vizier, was unjuſt in itſelf, and a Breach of Treaty with that Prince, the ſpecific Amount of the Subſidy to be paid by him having been fixed by a Treaty, to which no Addition could juſtly be made, but at the previous Requiſition of the Vizier.—That the Court of Directors, in their Letter of the 18th of October 1780, did condemn and prohibit the Continuation of the Allowances above-mentioned to Sir Eyre Coote, in the following Words: ‘ Theſe Allowances appear to us in a Light ſo very extraordinary, and ſo repugnant to the Spirit of a Reſolution of the General Court of Proprietors, reſpecting the Allowance made to General Clavering, that we poſitively direct that they be diſcontinued immediately, and no Part thereof paid after the Receipt of this Letter.’—That on the 27th of April 1781, the Governor General and Council, in Obedience to the Orders of the Directors, did ſignify the ſame to the Commiſſary General, as an Inſtruction to him, that the extraordinary Allowances to Sir Eyre Coote ſhould be diſcontinued, and no Part thereof paid after that Day.—That it appears, neverthelesſ, that the ſaid extra Allowances (amounting to above Twenty thouſand Pounds Sterling a Year) were continued to be charged to the Vizier, and paid to Sir Eyre Coote, in Defiance of the Orders of the Court of Directors, in Defiance of the conſequent Reſolution of the Governor General and Council, and in Contradiction to the Terms of the original Motion, made by the ſaid Warren Haſtings, for adding thoſe Allowances to the Debit of the Vizier, viz. ‘ That they ſhould continue till Sir Eyre Coote's Return to

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(a) Vide Appendix, Nº CLXXXVIII.

'the Carumnaſſa.'—That Sir Eyre Coote arrived at Calcutta about the End of Auguſt 1780, and muſt have croſſed the Carumnaſſa, in his Return from Oude, ſome Weeks before, when the Charge on the Vizier, if at any Time proper, ought to have ceaſed.—That it appears that the ſaid Allowances were continued to be charged againſt the Vizier, and paid to Sir Eyre Coote for Three Years after, even while he was ſerving in the Carnatic; and that this was done by the ſole Authority and private Command of the ſaid Warren Haſtings."

Vide Mr. Briſtow's Letter to the Governor General and Council, 22d March, 1785.

Read, the following Extract from the 16th Article of Charge, preſented to the Houſe of Commons, againſt Mr. Haſtings, beginning at Paragraph 36 and Page 39 of the ſame.

36. "That beſides theſe enormous Demands, which were in Part made for the Support of ſeveral Corps of Troops under Britiſh Officers, which by the Treaty of Chunar ought to have been removed, very large extra Charges, not belonging to the Military Liſt of the ſaid Nabob, and ſeveral Civil Charges and Penſions were continued, and others newly put on ſince the Treaty of Chunar; namely, an Allowance to Sir Eyre Coote of 15,554 Rupees ℘ Month."

Read, a further Extract from the ſaid 16th Article of Charge, beginning at Paragraph 92 and Page 156 of the ſame.

92. "That the aforeſaid Briſtow did alſo produce the following Letter, in Proof that Mr. Haſtings knew and approved of large Salaries to Britiſh Subjects upon the Revenues of Oude, and which he did declare that nothing, but the Neceſſity of Self-defence, could have induced him to produce.

'Dear Briſtow,

'Sir Eyre Coote has ſome Field Allowances to receive from the Vizier; they amount to Sicca 'Rupees 15,554 ℘ Month, and he has been paid up by the Vizier to the 20th Auguſt 1782. The 'Governor has directed me to write to you, to requeſt you to receive what is due from the Vizier 'from the 20th Auguſt laſt, at the Rate of Lucknow Sicca Rupees 15,554 ℘ Month, and ſend 'me a Bill for the Amount, the Receipt of which I will acknowledge in the Capacity of Sir Eyre 'Coote's Attorney; and the Governor deſires that you will continue to receive Sir Eyre Coote's 'Field Allowances at the ſame Rate, and remit the Money to me as it comes in.

'Calcutta, (Signed) 'Charles Croftes.'
'January 25th, 1783.

93. "That Sir Eyre Coote aforeſaid was, at the Time of the ſaid Field Allowances, not ſerving in the Country of Oude, on which the ſaid Allowances were charged, but in the Carnatic."

The Managers for the Commons informed the Houſe, they ſhould now conclude the Evidence on this Branch of the Article, by reading the Dates of certain Letters, in order to ſhew where Sir Eyre Coote was at thoſe reſpective Times.

Read, from Book 438, already delivered in, the following Extract of a Conſultation, dated 29th of November 1780, beginning at Page 3 of the ſame Book.

☞ ["Fort William, 29th November 1780.

"At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
and
Edward Wheler Eſquire.

Mr. Francis indiſpoſed;
Lieutenant General Sir Eyre Coote K. B. abſent on Service at the Preſidency of Fort St. George.]

§ ("The following Letter from Lieutenant General Sir Eyre Coote, having been received ſince "the laſt Meeting of the Board, it was circulated to the ſeveral Members for their Peruſal. ☜

Sir Eyre Coote.

"Gentlemen,

"I did intend myſelf the Honor of writing a few Lines to you by Return of the Pilot Veſſel, "which conducted the Kingſton out of the River. Your not having received ſuch Advice, and "the Pilot not having returned, would no Doubt alarm you, and render you uneaſy about our "Safety, the more eſpecially as you had before been informed of the deplorable State the Ship "was in from the Sickneſs of both her Officers and Crew; ſo great was our Diſtreſs on the former "Score, that we were happy in the Neceſſity which the Severity of the Weather reduced us to, of "carrying off the Pilot, Mr. Simpſon, who has been of infinite Service to us in the Courſe of the "Voyage, for which, and for the Skill, Activity, and Reſolution, with which he conducted the "Ship out of Pilot's Water, under a moſt violent Gale of Wind, I mean, when he leaves this

"Place, to recommend him to your Board for an adequate Reward. The Storm, with variable Winds, laſted for upwards of Two Days. On the 23d we were obliged to come to an Anchor, we imagine about the Latitude of Ballaſore; but the Wind coming round to the Northward, and ſtill blowing very hard, we cut our Cable, and got fairly to Sea. The Remainder of our Voyage proved upon the Whole very favourable, and") § ☞ [I have the Pleaſure to acquaint you, that I landed ſafe Yeſterday Afternoon;] ☜ § (" but in the Morning had the Mortification to obſerve from the Ship, the Country both to the Northward and Southward of this Place in Flames. The Villages, as near as Five Miles round, have been burnt and deſtroyed by Hyder's Cavalry.

" On coming on Shore, I was ſomewhat conſoled to learn that Hyder had not taken Arcot; the Garriſon having, as I have been informed, made a moſt noble Defence, not only repulſed, with conſiderable Loſs, in Two or Three Attempts to ſtorm the Petto, after having made practicable Breaches, but had alſo cut off a great many of his Men, by ſome very ſpirited Sallies. The People in Command of this Garriſon, both White and Black, deſerve the higheſt Commendations for their Bravery, and ſo ſenſible am I of their Merit, that I ſhall this Day write them in the higheſt Terms of Approbation, and afford them every Encouragement to continue their gallant Conduct, by the moſt poſitive Aſſurances of ſpeedy Support.

" So thoroughly, Gentlemen, am I convinced that the Succeſs of the War, in a great Degree, turns upon the Safety of Arcot, that I am determined to relieve it; although, by all Reports yet made to me of the State of the Army here, I do not find that, including the Detachment I have brought with me, I ſhall be able to muſter more than 1,300 Europeans, and not above 2,000 effective Sepoys in the Field, and about 1,000 Cavalry. This is but a very ſmall Force for ſo great an Undertaking; but the Situation of our Affairs in general, and the Importance of the Object require, that we ſhould exert ourſelves with that Degree which at any other Period might be termed Raſhneſs.

" I have the Pleaſure to inform you, that all the Veſſels with the Troops and Stores are ſafely arrived, and the Troops and Money that came with me, on the Kingſton, ſafely landed. The Free Maſon, from the Strength of the Current, has been drove Five Leagues to the Southward; and, as her getting up again is extremely uncertain, Mr. Whitehill Yeſterday Morning diſpatched Two of the Company's Schooners to bring the Regiment and the Money ſhe has on Board up.

" I had written thus far in my Letter, and with, I muſt own, a flattering Hope that I might raiſe the Siege of Arcot, retrieve the Honour of the Britiſh Arms on this Side India, and once more reſtore Peace and Tranquillity to the Carnatic. But to the total Deſtruction of that Hope, and to my utter Regret and Concern, ſeveral different Accounts are juſt come in, and from, I am afraid, too good Authority to be doubted, informing us of the Fall of that Garriſon. I tranſcribe and ſend you them on a ſeparate Paper for your more particular Information.

" I had in my own Mind formed Plans for arranging and conducting our Military Operations in this Quarter, but this Blow has diſconcerted me not a little, as I am of Courſe obliged to think of other Means, much more difficult and more hazardous. Any Reſources I could draw from the Southward are but trifling; beſides, were they of ſo much Conſequence as to make me deſirous of commanding them, I could not, on Account of the Monſoon, bring them by Sea, and by Land the Communication is entirely cut off by Hyder; neither can I venture on bringing any more from the Northward, until I know for certain the Footing we are likely to be on with the Nizam and the Maharattoes, as I ſhould thereby leave the Circars totally unprotected.

" I have this Day received a Letter from General Goddard, dated the 6th September, from Bombay; he was then preparing to return to Surat. I have likewiſe later Accounts that inform me he had not begun the Siege of Baſeen ſooner than ſome Time in laſt Month. I am now, if poſſible, more convinced than I was before of the Neceſſity of that Army acting againſt Hyder, on the other Side of India, whatever may be the Iſſue of our Negociations with the Mahrattas, which however, I truſt, will terminate in a Manner correſponding with what were our unanimous Wiſhes when I had the Honour of being with you at the Board.

" Your Diſpatches to Mr. Whitehill have been delivered. We have had no Council To-day; but we are to meet To-morrow. I ſuppoſe they have already informed you of the Nabob Walla Jah having relinquiſhed the Guntore Circar, and of its being reſtored to the Nizam. When I ſhall have better informed myſelf on this and other Subjects, I ſhall do myſelf the Honour of writing to you more fully.") §

☞ [" I have the Honor, &c.

(Signed) " Eyre Coote.] (a) ☜

(Signed at the End of the Conſultation)

" Edw^d Wheler."

(a) No Date to this Letter.

To ſhew Sir Eyre Coote's Return,

Read, from Book 62, already delivered in, the following Extract of a Conſultation, dated 21ſt October 1782, beginning at Page 462 of the ſame Book.

“ Fort William, 21ſt October 1782.

“ At a Council; Preſent,

The Honourable Warren Haſtings Eſquire, Governor General, Preſident;
Edward Wheler and John Macpherſon, Eſquires.

Lieutenant General Sir Eyre Coote K. B. abſent on Service at Fort St. George.

“ Received the following Letter from Lieutenant General Sir Eyre Coote.

Pub. Dep^{t}.

Lieu^{t}. General Sir Eyre Coote.

“ Gentlemen,

“ I have the Honour of acquainting you, that I arrived here this Morning from Madras, in His Majeſty's Ship Medea, and ſhall proceed to Calcutta with the next Tide. I have benefited by the Sea Air, am better than when I left the Coaſt, though yet very weak.

(Signed at the End of the Letter)

“ On Board the Medea,
20th Oct^{r} 1782.

“ Eyre Coote.

(And at the End of the Conſultation)

“ John Macpherſon.”

The Managers for the Commons informed the Houſe, they ſhould have next proceeded to ſhew, that Sir Eyre Coote left Calcutta in March 1783; but Mr. Haſtings having admitted Sir Eyre Coote's being on the Coaſt, in his Anſwer, had rendered ſuch Proof unneceſſary:

That they ſhould now therefore go to another Head of the Article, and produce Evidence relative to the Agency, in the Perſon of Mr. Auriol, for ſupplying Fort St. George with Grain, and Rice in particular.

Read, from Book 33, already delivered in, the following Extract of a Conſultation of the 14th December 1780.

“ Fort William, 14th December 1780.

“ At a Council; Preſent,

The Hon^{ble}. Warren Haſtings Eſquire, Governor General, Preſident;
Edward Wheler Eſquire.

Lieutenant General Sir Eyre Coote abſent on Command at the Preſidency of Fort St. George.

“ Read, the following Letter from Mr. Auriol:

Mr. J. P. Auriol, dated 7th Dec.

“ Honble. Sir, and Sirs,

“ The Intelligence received from Fort St. George of a preſent Scarcity of all Kinds of Grain at that Place, and the Diſtreſs which General Sir Eyre Coote apprehends ſo numerous a Garriſon may ſuffer, if not relieved by timely Supplies from hence, induce me to offer the following Propoſals for providing them, as I have an Opportunity at preſent of ſecuring a Quantity of Tonnage, which may ſoon be otherwiſe engaged, and it will afterwards be difficult, if not impoſſible, to afford ample Relief to that Garriſon, on Account of the reduced State of the Shipping of this Port.

“ I will engage to deliver at Fort St. George, in the Courſe of the preſent fair Seaſon, excepting only againſt the Capture of Enemies and the Dangers of the Seas, the following Articles, viz.

50,000	Bags of good Cargo Rice, at S^{a} R^{s}	6	8	℔ Bag of 2 B^{r} M^{d}.	
15,000	Maunds of Wheat	7	12	D^{o}	of D^{o}.
10,000	D^{o} Peaſe	7	8	D^{o}.	
12,000	D^{o} beſt Gram of different Kinds	7	8	D^{o}.	
10,000	D^{o} middling D^{o}	7		D^{o}.	
1,000	D^{o} Tobacco	10		D^{o}	
500	D^{o} Betel	11	8		
1,000	D^{o} Ghee	20			
1,000	Oil	14	4		
2,000	Sugar	18	8	D^{o}.	

" The Payment to be made One Third in Advance, One Third on Approbation of the Muſters, and the Remainder on Proof of delivering the ſeveral Articles at Madras, or their actual Loſs by either of the Dangers excepted againſt.

" The Prices of Ghee and Sugar may appear rather high, but they are not Objects of Advantage, when the Waſtage is conſidered; and I have only inſerted a ſmall Quantity of each, becauſe they are Articles of neceſſary Conſumption.

" If my Propoſals ſhould be approved I requeſt that the Honourable Board will be pleaſed to direct their Attorney to make out the Engagements as ſoon as poſſible, that I may loſe no Time in ſecuring the Tonnage that will be required.

* Sic in Orig.

" I beg leave to add, That if the Honble * Board ſhould prefer ſupplying the Wants of the Preſidency of Fort St. George by Agency, I will uſe my utmoſt Endeavours to effect it to their Satisfaction; that I will deliver my Accounts upon Honour, and expect only the uſual Commiſſion for my Trouble.

" I am, with the greateſt Reſpect,
Honble Sir and Sirs,
Your moſt obedient Servant,
(Signed) " J. P. Auriol."

" Fort William,
7th December 1780.

" Agreed, that Mr. James Peter Auriol be permitted to provide by Agency the Articles mentioned in his Propoſals, deliverable as ſoon as poſſible, in any Quantities of each that he may be able to procure, excepting the Articles of Tobacco, Ghee, Betel, Sugar, and Oil, theſe being neither ſo neceſſarily wanted as Gram, nor ſo eaſy or convenient of Tranſportation, and that he be allowed a Commiſſion of 15 ℘ Cent.

" Agreed alſo, that Mr. Auriol be appointed Agent of Supplies to the other Preſidencies, and to the Iſland of St. Helena, with the ſame Commiſſion.

" Ordered, that Notice of this Appointment be ſent to the Buxey, that he may not in future provide Stores as uſual for the Iſland of St. Helena.

(Signed at the End of the Conſultation)
" Warren Haſtings,
Edwd Wheler."

Read, from Book 450, already delivered in, the following Extract of a Conſultation of the 25th March 1782, beginning at Page 357 of the ſame Book.

" Fort William, 25th March 1782.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Edward Wheler, } Eſquires.
John Macpherſon, }
Lieutenant General Sir Eyre Coote K. B. abſent on Service at Fort Saint George.

" Read, the following Letter from the Accomptant General.

" Honble. Sir, and Gentlemen,

" In Obedience of your Orders of the 12th November 1781, I have now the Honour to report to you, that, on an Examination of the Accounts of the Agent for the Supplies to the other Preſidencies, I find them to be correct in their Additions and Calculations, that they correſpond with thoſe of the Treaſury in the Sums charged in the latter as advanced to him; that the Sums charged in his Accounts correſpond with the Invoices of Supplies ſent to the other Preſidencies; that the Commiſſion charged at 15 ℘ Cent. upon the Proviſions ſupplied, upon the Charges of ſhipping them, and upon the Freight, is accurately computed.

" The Agent being upon Honour with reſpect to the Sums charged in his Accounts, for the Coſt of the Articles ſupplied, I did not think myſelf authoriſed to require any Voucher of the Sums charged for the Demurrage of Sloops, either as to the Time of Detention or the Rate of the Charge, or of thoſe for the Articles loſt in going down the River, and on that Ground I thought myſelf equally bound to admit the Sums acknowledged as received for the Sales of Goods returned, without requiring Vouchers of the Rates at which they were ſold (a).

(Signed at the End of the Letter)
" Wm Larkins, Accountant General.
(And at the End of the Conſultation)
" Warren Haſtings,
Edwd Wheler,
John Macpherſon."

(a) Vide Appendix, N° CC.

Read, alſo, a further Extract from the ſame Book and ſame Conſultation, beginning at Page 361 of the ſame.

" Ordered, that the Accounts incloſed in the above Letter be returned to the Accomptant General.

" The Board obſerve that the Rates of the Purchaſes made by the Agent being in general low, and his Charges reaſonable, excepting Freight, which has been raiſed by the exceſſive Demand for Gram at Madras, and Commiſſion upon the ſame, which has conſequently been enhanced in proportion,

" Agreed, that his Accounts be paſſed up to the 31ſt December 1781 in their preſent Form; but from that Period that he draw no more Commiſſion on the Freight, Charges of Shipping, or any other Charges, than the Rate of 5 ℘ Cent. being the cuſtomary Amount drawn by Merchants:

" And, as an Equivalent for any Advances of Money which it may be neceſſary for the Agent to make for carrying on the Service, if there ſhould not be Aſſets in the Treaſury to anſwer the Drafts made upon it in his Favour, Reſolved, That he be allowed the current Intereſt of Calcutta upon all ſuch Drafts from the Day of their Dates, until they ſhall be completely liquidated.

" Ordered, that Notice thereof be ſent to the Accomptant General, and to the Sub-treaſurer." (*a*)

The Managers for the Commons informed the Houſe, that they ſhould next proceed to prove that the uſual and cuſtomary Rate of mercantile Commiſſion, between Merchant and Merchant, in India, was 5 per Cent; and for this Purpoſe deſired Mr. Brodie might be called in.

ALEXANDER BRODIE Eſquire was accordingly called in; and, being ſworn, was examined as follows:

Q. Was you long reſident in India, and how long?
A. Ten Years.

Q. Was you engaged in Commerce upon your own Account, and had you the Means of knowing the uſual Rate of Commiſſion allowed by one Merchant to another?
A. Yes, I think I had.

Q. What is the uſual Rate?
A. Five ℘ Cent. on the Cargoes purchaſed or ſold.

Q. (*Croſs-examined.*) Do you know any Caſe where the Perſon who receives the Commiſſion is in Advance for his Principal, and whether the Commiſſion varies in ſuch a Caſe?
A. I think I recollect many Inſtances of that Kind where Advances were made by the Perſon employed, on Behalf of the Perſon employing, and yet on that Account no Addition has been made to the 5 ℘ Cent. except Intereſt on the Sums ſo advanced.

Q. What is the Amount of the Intereſt?
A. From 8 to 10 ℘ Cent.

Q. Do you know the Practice at Bengal and other Settlements?
A. I certainly do, becauſe I had a great many Conſignments from Bengal, though I reſided at Madras.

Q. Do you know what were the Rates of Allowances for public Agencies, ſuch as Mr. Auriol's was, where the Agent found the Veſſel as well as the Commodity, and made Advances of Money?

The Managers for the Commons objected to the Queſtion.

Q. Whether you know what Rate of Commiſſion was uſually allowed by Government for ſuch Commiſſion as Mr. Auriol's was? Do you know what the Nature of Mr. Auriol's Employment was?
A. Yes.

Q. Then what has been the uſual Allowance made to Agents employed under the like Circumſtances as thoſe in which Mr. Auriol was employed?
A. I never knew of any other than Mr. Auriol's.

(*a*) Vide Appendix, Nº CC.

Q. Do you know whether the Rice ſent to Madras by Mr. Auriol was not of a particularly excellent Quality, and commended for being ſo?

A. To the beſt of my Recollection a great Part of it was extremely good; but I believe it happened, as it muſt in ſuch Caſes, that a Part of it was likewiſe bad.

Q. Have you not upon ſome Occaſion written, that the Conſignment from Bengal by Mr. Auriol was of a very excellent Quality, and greatly ſuperior to that delivered in to the Stores by Mr. Ferguſon?

A. Yes, I think I have; but I cannot now recollect the Particulars.

Q. When you wrote that Account, did you mean to convey your Opinion of the Manner in which the Contract was executed?

A. With reſpect to the Quality of the Rice, I did.

Q. Have you not repreſented Mr. Ferguſon's Conſignments as being inferior to Mr. Auriol's in Quality by at leaſt 20 ℘ Cent?

A. Yes, I have; but I made many Reports to Government from Madras at different Times, containing different Opinions of the Quality, at the Time it was received.

The Witneſs was directed to withdraw.

Read, from Book 427, already delivered in, the following Extract of a Conſultation of the 7th September 1781.

"Fort William, 7th September 1781.

Pub. Depart. Monday.

"At a Council; Preſent,
Edward Wheler Eſquire.

The Honble. the Governor General abſent on a Viſit to the Northern Provinces.
Lieutenant General Sir Eyre Coote abſent on Service at Fort St. George.

"Read the following Letter from Bombay:

"Gentlemen,

"We have received your Conſignment of Rice by the Devonſhire Grab.

"The Charges of this Rice are ſo exceſſively high and unuſual to us, particularly the Articles of Freight and Commiſſion, that they could not but attract our Obſervation, and they engaged our Attention the more ſtrongly, as we underſtand a large Quantity is provided for this Preſidency upon the ſame Terms. The Rice, with the Addition of the Charges, ſtands the Company in upwards of Nine Rupees a Bag at Calcutta, and we have judged it incumbent on us to take Notice ſo far of this expenſive Supply, as this Preſidency will of Courſe ſtand charged with a heavy Debt on that Account; and our Wants were not ſo preſſing as to require ſo expenſive a Relief (*a*).

(Signed at the End of the Letter)

"W^m Hornby,
&c. Council.

(And at the End of the Conſultation)

"Edw^d Wheler."

Read, from Book 452, already delivered in, the following Extract of a Conſultation of the 24th November 1783, beginning at Page 427 of the ſame Book.

"Fort William, the 24th November 1783.

"At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Edward Wheler, John Macpherſon, John Stables, } Eſquires.

Acting Accountant General, 2d Sept.

"14th. I find that during the Period for which the Agents Accounts are now under Inveſtigation, he includes the Coſt of Bags, Matts, Jars, and Duppers, with the Merchandize, and ſays, that he regards them as Purchaſes: The Board will therefore determine whether theſe Articles come within this Deſcription, or ſhould be conſidered as a Part of the Charges." (*b*)

(*a*) Vide Appendix, N° CCI.

(*b*) Vide Appendix, N° CCII.

Read, a further Extract from the ſame Conſultation, beginning at Page 432 of the ſame Book.

[" Read, the following Remarks from Mr. Auriol, on the preceding Letter.]

Mr. Auriol's Remarks.

§ (" Remarks on the Accountant General's Audit, dated 2d Sept. 1783.

" On Par. 4th. Theſe Eight Seats are in Store, and ready to be delivered up.

" 6th. Theſe Tarpaulings were made to cover and preſerve Rice in the Way down to the Ships " at Culpee and Kedjeree; Seven of them have been loſt in this Service, and the Remainder ſold " at Outcry, for which Credit will be given.

" 9th. Commiſſion was charged, as uſual in my Office, on the Invoices by theſe Veſſels; but it " occurred to me, that the Engagements for freighting them had been concluded by the Board, " and not immediately with me, for this Reaſon I thought I was not properly intitled to the Com- " miſſion; I therefore ſtruck out what had been already charged, carried the Amount of it to " Credit, and deſiſted from charging any on Mr. Touchet's Veſſels from that Time.") §

[" 11th. This was incurred as the neceſſary Conſequence of employing an Agent at Coringa to perform the Service; but I limited the Amount of Freight, under which only I would allow him to charge Commiſſion, in order to ſtimulate the Endeavours of this Agent, Mr. Hamilton, to engage Veſſels at as low a Freight as poſſible. The antecedent Seaſon he charged the ſame Commiſſion upon all the Veſſels he had engaged for me, and I paid it out of my own Allowance, which, before the Deduction, was ſufficient to afford it.]

§ (" 12th. The Account required has been prepared in Courſe, and accompanies this. It ſhews " the Produce of the Rice received back from Mr. Touchet's Veſſels, and the Amount Sale " at a publick Outcry, made by the Company's Auctioneer, with the Balance of other Articles re- " maining in Store; but N° 3. C. R^s 1,955 3 2 is improperly inſerted, that being the Amount " of an actual Deficiency on the Rice received back from Mr. Touchet the preceding Seaſon, " cauſed by Waſtage; not a Charge for Rice laden upon his Veſſels, as the Accountant General " expreſſes it.

" 13th. An Account of the Produce of theſe Stores, ſold at the ſame Time, is likewiſe encloſed, " and the Amount carried to Credit.") §

[" 14th. I can with the ſtricteſt Truth declare, that the Idea ſuggeſted by this Paragraph never once ſtruck me, until the Paragraph itſelf pointed it out. The Rule I had obſerved, in Conſequence of the Board's Reſolution when they reduced my Commiſſion upon Charges, was to draw 2½ ℔ Cent. upon all Purchaſes, and 5 ℔ Cent. upon all Charges; but I only drew this upon Invoices actually laden. I drew no Commiſſion whatever upon more troubleſome Services, ſuch as building Golas, Expence incurred at them, Demurrage of Sloops and Boats, Charges of loading and unloading Mr. Touchet's Veſſels, or even on the firſt Purchaſe of Grain, made for that Purpoſe in January 1782, which was not actually invoiced and diſpatched; nor did I charge Commiſſion on the other incidental Expences which appear in my Monthly Accounts; and I thought this a liberal Conſtruction of the Board's Reſolution, which admitted a Claim of 5 ℔ Cent. upon all Charges. If I have erred in any Part of it, my Accounts are open to Correction, and I ſhall be ſatisfied with any Adjuſtment the Board may think fit to order.] (a)

" Calcutta, (Signed) " J. P. Auriol."
" 10th November 1783.

(Signed at the End of the Conſultation)

" Warren Haſtings,
Edw^d Wheler,
John Stables."

Read, from Book 456, already delivered in, the following Extract of a Conſultation of the 24th February 1783.

[" Fort William, the 24th February 1783.

Pub. Dept. Monday.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Lieutenant General Sir Eyre Coote,
Edward Wheler, } Eſquires.
John Macpherſon,
John Stables,

" Honble. Sir and Sirs,]

Agent for Supplies.

§ (" I have had the Honor to receive your Orders, founded on the Commands of the Honble. " the Court of Directors, dated 12th July, for putting an End to my Commiſſion on the Supplies

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(a) Vide Appendix, N° CCII.

" to the other Preſidencies, as they are pleaſed to direct that this Buſineſs ſhall in future be performed by Contract.

* Sic in Orig. " I * compliance with your Directions, I had ſent down all the Gram neceſſary for loading Mr. " Touchet's Veſſels, which were ready before the 20th Inſt. and had purchaſed Rice for loading " the Company's Ships bound to Madraſs and Bombay, a great Part of which is already on Board. " After this Service is accompliſhed, I ſhall conſider my Office aboliſhed; and in order to prevent " Confuſion in Accounts, I beg Leave to propoſe, with your Approbation, to adjuſt my Diſburſements and Commiſſion finally, with the Invoices of theſe Diſpatches, and to receive an " Order for the Balance which may then appear to be due to me.

" It is poſſible I may not meet with univerſal Credit, if I attempt to draw a Compariſon between the annual Rates of my Agency, and thoſe of a probable Contract; and this is a Subject " which perhaps I could not write upon without a Biaſs. My original Propoſal was either for a " Contract or an Agency; the Board thought it preferable to adopt the latter. The neceſſary Supplies to Fort St. George have exceeded all Expectations formed at that Time, and the Extent " of them has rendered the Agency an Object of ſuch Magnitude as it is, though leſs in Fact than " it appears to be, as I have explained in former Letters, from the conſiderable private Loans I " have taken up to ſupport it, and the Accumulation of Intereſt upon them. I do not urge this " now as an Objection, but merely to ſet the Matter in its proper Light.

" Whatever my Pretenſions might have been from long and faithful Services in a laborious Line " of Duty, I beg Leave to acknowledge with great Gratitude to my Superiors, that I feel the " Obligation of my Reward. I am truly ſenſible of my Duty to the Publick Intereſts, and from " a pure and diſintereſted Wiſh to promote them to the utmoſt of my Abilities,") § ☞ [" I am induced to make an Offer of my Services, in the preſent critical and neceſſitous Time, to continue furniſhing the Supplies, which are ſo very eſſential to the Exiſtence of the Inhabitants at Fort St. George, for the preſent Seaſon, or till the 31ſt December next, without any Commiſſion or Advantage whatſoever to myſelf, and to ſuch Extent as you may judge expedient to grant me the Reſources; for I hope it is unneceſſary to add, that I ſhall do it upon the eaſieſt Terms which may be procurable, and deliver my Accounts monthly, as at preſent upon Honour, or under ſuch Obligation as you think it proper to lay upon me.] ☜

§ (" For this Offer I have no ſiniſter Motive, nor any Object in View, but the Publick Benefit, " to which I am actuated by a zealous Attachment to the Company, in whoſe Service I have riſen " to my preſent Station, and to the true Intereſt of my Country, as a faithful Subject of it; and I " make the Offer, becauſe the Preſident and Council at Fort St. George, in their Letters of the " 11th September and 21ſt December, and others, have repeatedly requeſted that this Government " would continue and increaſe the publick Supplies to them; and in the laſt they ſay, ' We repeat " our Requeſt, that you will be pleaſed to ſend us as large Quantities as you can procure Tonnage " for, which we deſire, becauſe the Supply of private Traders is always precarious, and that it is " likely you may ſend it to us on cheaper Terms than we can reaſonably expect from the Individuals, who muſt live by the Profit they gain upon it.") §

☞ [" I have the Honor to be,
" Honble Sir and Sirs, &c.

" Calcutta,
the 24th Feb. 1783.

(Signed) J. P. Auriol."] ☜

(Signed at the End of the Conſultation)

" Warren Haſtings,
John Macpherſon,
John Stables."

Read, from Book 457, already delivered in, the following Extract of a Conſultation of the 10th April 1783, beginning at Page 168 of the ſame Book.

" Fort William, 10th April 1783.

Pub. Dept.
Thurſday.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Edward Wheler,
John Macpherſon, } Eſquires.
John Stables,

* Sic in Orig. " Agreed to accept Mr. Ferguſſon's Propoſals for One hundred and forty thouſand Bgs, * at Six Sicca Rupees Twelve Annas ℘ Bag.

" Ordered, That the Company's Attorney be directed to prepare a Contract accordingly.

" Agreed alſo to accept the Honble. Robert Lindſay's Propoſals for Fifteen thouſand Bags. This Propoſal being of a different Nature, and very eligible in itſelf, the Board think it worthy of their Acceptance; but the Terms of Freight being left for the Board's Deciſion,

" Agreed, That Six Rupees, Twelve Annas, the Rate at which Mr. Ferguſon is to ſupply his Rice, be offered to Mr. Lindſay for his Acceptance.

" Warren Haſtings,
John Stables." (a)

The Managers for the Commons informed the Houſe, they had cloſed their Evidence on the Subject of Mr. Auriol's Agency; and ſhould now proceed to the other Agency charged in the Article, in which Mr. Belli was employed to ſupply a Depôt of Proviſions at Fort William.

Read, from Book 453, already delivered in, the following Extract of a Conſultation of the 4th November 1776, beginning at Page 422 of the ſame Book.

☞ [" Fort William, the 4th November 1776.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Richard Barwell, }
Philip Francis, } Eſquires.
Lieutenant General John Clavering indiſpoſed.

" The Governor General delivers in the following Minute.

" The Governor General recommends the following Plan for ſupplying the Garriſon of Fort William with a continual Store of Proviſions ſufficient for a Siege. He ſuppoſes the probable Number of Europeans to conſiſt of 2,500 Men, and of Sepoys and other Natives attendant on the Garriſon, 13,000, as per Eſtimates Nº 1 and 2. On theſe Data the Eſtimates Nº 3 and 4 of the Proviſions required for Europeans and Natives reſpectively are formed; Nº 5 is the Aggregate of theſe, and contains an Account of all the Articles and victualling Stores propoſed to be kept up.

1ſt, " That an Agent be appointed for Proviſion of victualling Stores for the Garriſon of Fort William.

2d, " That he do without Delay provide the Stores mentioned in the Indent Nº 5, in the full Quantities of each therein ſpecified, at the current Bazar Rates, delivering Muſters of each Article, with their Prices, for the previous Approbation of the Board.

3d, " That proper Places in the Fort be allotted for their Reception, and that they be placed under the joint Charge of the Agent and of the Fort Major, who ſhall keep ſeparate Keys of the ſame.

4th, " That for the Purpoſe of keeping up a conſtant Supply of freſh and good Stores, the Agent ſhall be required to change them, and to ſupply their Places with new Stores ſo often as may be neceſſary to prevent their Decay, and that he be permitted to diſpoſe of the old Stores in any Manner which he ſhall think proper at his own Riſk.

5th, " That the Agent be allowed an annual Commiſſion of * per Cent. upon the prime Coſt of all the Stores ſo provided, which ſhall be paid him annually; the Firſt Payment to commence on the 1ſt of May 1777, and which ſhall be a full Allowance for his Trouble, Riſk of the Markets, Loſſes by Decay, and Waſtage, Servants Wages, Cooley Hire, and all other Expences of what Nature ſoever. * Sic in Orig.

6th, " That as Madeira Wine is now at a lower Rate than it has ever yet been known, and as for the ſame Reaſon it may be expected to riſe conſiderably in the Price of the future Importations, the Commiſſion upon this Article be reckoned on the full Quantity to be kept in Store at the current Price of each Year, to be aſcertained by the Medium of the Sales at Outcry.

7th, " That the Agent ſhall be allowed 25,000 Rupees in Advance for his firſt Purchaſes, and the ſame Sum for every Supply delivered by him to that Amount, until the whole Deliveries and Payments ſhall be completed.

8th, " That if it ſhall be judged neceſſary at any Time to increaſe the Quantity of any Article or Articles of the Stores, or to provide others not ſpecified in the original Indent, he ſhall be allowed the advance Commiſſion upon theſe as upon the former.

9th, " That the Fort Major ſhall examine every Delivery of Stores, and ſhall reject ſuch as ſhall be inferior to the Muſters which for that Purpoſe ſhall be delivered into his Charge, and ſhall be annually changed for others of equal Quality; and he ſhall certify the Quantity of each Delivery, and his Certificate ſhall be the Agent's Voucher for every ſuch Delivery.

10th, " That the Fort Major ſhall in like Manner certify every Quantity which ſhall be taken away by the Agent, and this Certificate alſo ſhall be a Voucher for the Quantity ſo taken away; but the Fort Major ſhall not ſuffer any Quantity to be removed until he ſhall have received a formal Notification from the Agent, that he has a like Quantity ready to replace it, which ſhall be done within Ten Days of ſuch Notification.

(a) Vide Appendix, Nº CCIII.

11th, “ That the Fort Major ſhall be allowed for his Service the following fixed Eſtabliſhment.

“ One Engliſh Writer —— Rˢ per Month.
“ Sircars
“ Weighman's Office,
“ Servants, Paper, &c.

12th, “ That he ſhall keep an Account of all victualling Stores, ſpecifying the Dates of all the Receipts and Iſſues, for the occaſional Inſpection of the Board.

“ The Profit of the Agent is to conſiſt only of a Commiſſion or Percentage on the Firſt Amount of the Stores. This I have left a Blank, wiſhing to fix it at the Sum which the other Members of the Board may think reaſonable.

“ Many of the Articles, ſuch as Ghee, ſalted Meat, and dried Fiſh, will be a total dead Loſs; at leaſt ſo I judge from former Experience. With good Management he may ſave himſelf in the Articles of Gram and Firewood.—The Waſte in Oil, Madeira Wine, Arrack, and Vinegar, is certain.

“ The Proportion which theſe Loſſes may amount to, may be aſcertained by conſulting thoſe who have had Dealings in theſe ſeveral Articles of the Contract. The Commiſſion ſhould be made up of the following Heads.

“ 1. Loſs by Decay, Waſtage, and Variations of the Markets.
“ 2. Compenſation for the Agent's Trouble.
“ 3. Servants Wages, Cooley Hire, and other Expences.

“ I ſuppoſe that he will neither gain nor loſe by the firſt Purchaſe, which I believe is exactly conformable to the Market Prices, of which I have taken ſome Trouble to inform myſelf.

“ An Advertiſement for a Contract for ſuch Stores would be improper; it would be to tell the World what Proviſion was made for the Defence of the Garriſon.

“ The Benefit to reſult to the Company from this Plan is, firſt, to have a continual and certain Supply of a known Quantity of Proviſions for the Garriſon, good, and always fit for Uſe; and, ſecondly, to have the Expence attending them fixed to one Sum for the firſt Purchaſe, and to one annual Sum ever after, free from all Hazard of Deficiencies, Decay, and contingent Expences.

“ If the Plan will anſwer theſe Ends, it will produce an Effect unknown, I believe, in any Garriſon in Aſia or in Europe.”]

§ (“ Ordered, That all the Papers referred to in the above Minute, be entered after the Con-
“ ſultation.

“ Mr. Francis deſires to record the following Minute.

“ I agree with the Governor General, that it is proper, in all Circumſtances, and more parti-
“ cularly perhaps in the preſent Conjuncture, that a Store of Proviſions ſhould be collected and
“ depoſited in Fort William. The Exiſtence of a Fort and Garriſon implies the Poſſibility of a
“ Siege, and, of courſe, the Neceſſity of being prepared for it; or at leaſt againſt an immediate
“ Alarm, in which Multitudes would hurry into the Fort, without the Means of Subſiſtence.
“ The Alarm itſelf would probably diſperſe the People who ſupply the Bazars, and make it dif-
“ ficult to collect a ſufficient Quantity of Proviſions, at the Time when they might be moſt
“ wanted. But a Supply neceſſary to anſwer ſuch an Emergency, need not, in my Opinion, be
“ extended to the Expectation of a regular, continued Siege of Four Months. I am not con-
“ vinced of the Poſſibility of any European Power landing ſuch a Force in Bengal, as would be
“ ſufficient firſt to beat and diſperſe our Army in the Field, and then to inveſt and lock up the
“ ſuppoſed Number of Fifteen thouſand Men in the Fort for Four Months. Such a Force, I
“ preſume, could neither bring Proviſions with them equal to the Time, nor find Subſiſtence in
“ the Country. The latter could not be done, unleſs they were in peaceable Poſſeſſion of the
“ Provinces, and had no Military Object to attend to but the Siege of Fort William. This ſup-
“ poſes the previous Conqueſt of Bengal, by an Army penetrating into the Heart of an Enemy's
“ Country, and leaving the principal Fortreſs behind them. A Plan of that Nature might do
“ temporary Miſchief, but muſt end in the Ruin of the Invaders.

“ It is poſſible, I confeſs, and this I think is an Object that demands the Attention of Govern-
“ ment, that the Commandant of Chunar might be inſtructed to form Magazines of Stores, and
“ that he might conduct his Meaſures for that Purpoſe with Secrecy: At all Events, the firſt
“ Thing to be done, in caſe of an Invaſion, would be to ſecure Chandernagore.

“ The Object againſt which I think a Proviſion of Stores ſhould be made, is the immediate
“ Alarm, the firſt Effects of it, and the Neceſſity of ſubſiſting a Multitude of People for a ſhort
“ Period. Three Months is the utmoſt I ſhould provide for in any of the periſhable Articles: A
“ greater Supply of the other Articles, ſuch as Rice, Oil, Sugar, Salt, and Firewood, might be
“ depoſited without Loſs or Inconvenience.

“ On theſe Principles, ſuppoſing the Quantity diminiſhed in Proportion, I ſhould not regard
“ the Loſs which Government might incur by Waſte or Decay in the periſhable Part of the Pro-
“ viſions; if any tolerable Care be taken by the Agent and Overſeer, it could not be a conſi-

" derable Object: The firſt ſhould be a Britiſh Subject of eſtabliſhed Character and Credit. The preſent Fort Major is undoubtedly a qualified Perſon in every Reſpect for the Duty aſſigned to him, and equal to any Truſt: But I think that officially there ſhould be ſome Check and Controul veſted in the acting Commandant of the Fort, to inſpect the State of the Stores for the Uſe of the Garriſon under his Command, for the Safety of which he is immediately reſponſible.

" I ſee no material Objection to the propoſed Regulations, and I would not cavil about Trifles. As to the Amount of the Agent's Commiſſion, I confeſs myſelf unable to judge by what Principle it can be determined with Accuracy. The Opinions of Perſons of Credit, converſant in the Inland Trade, and who may have dealt in the ſeveral Articles of Supply, and are acquainted with the State and ordinary Fluctuations of the Markets, ſhould be taken on this Point. If the Service be neceſſary in any Degree, it is a Service of the firſt Neceſſity, and ſhould not be ſtinted for the Sake of any inconſiderable Saving, which in the Event perhaps might only be apparent.

" While this Subject is before us, I wiſh to recommend to the Attention of the Board another Object of Supply, which, in the Caſe ſuppoſed, would not perhaps be leſs neceſſary than that of Proviſions, I mean, a Depoſit of Caſh ſufficient to anſwer the indiſpenſible Demands of Government for a given Time. The Court of Directors, in the Year 1770, were of Opinion, that 30 Lacks in Specie ſhould conſtantly be reſerved in the Treaſury; and they expreſsly gave the Precedence to this Object even before the Diſcharge of their bonded Debt. I beg Leave to annex a Copy of the Orders alluded to. Their Ideas were in Part the Foundation of that Opinion which was oppoſed to the total and immediate Liquidation of the Debt: Whenever an Invaſion ſhall happen, it is not to be doubted, that every Rupee in the Hands of the Natives will diſappear; the Tie, by which a Number of wealthy Perſons were attached to the Intereſt of the Company, is diſſolved; and to borrow Money, or even to collect the Rents in ſuch a Country as Bengal, while the Alarm of an Invaſion exiſts, is a Reſource, I preſume, not to be thought of. I would therefore adviſe, that if there be an unappropriated Surplus now in the Treaſury, as far as Thirty Lacks of Sicca Rupees at the leaſt, it ſhould be immediately removed, and depoſited in the New Fort.

" If we are not in a Condition to make ſuch a Depoſit, I muſt attribute it to that Meaſure which threw into the Hands of Individuals a Sum of Money which they did not want; and under the Pretence of ſaving to the Company a Penſion of Two Lacks, not likely to be felt either as a Saving or a Loſs, annihilated a capital Fund of Forty Lacks, the only one perhaps on which we could depend for the Safety of the Territory.

" 4th November. (Signed) " P. Francis."

" Extract of a Letter from the Court of Directors to the Select Committee, 23d March 1770.

" Par. * Having thus apprized you, that every other Conſideration is to give place to the eſſential and primary Object of your Inveſtments, we ſhall readily admit that the next Concern is, to have a large Balance remaining in your Treaſury; to which End we do agree, that your preſent Debt at Intereſt may continue until you ſhall have in Calcutta to the Amount of upwards of Thirty Lacks of Rupees; and then the Sums only exceeding Thirty Lacks ſhall be applied to the Reduction of the Debt: This once diſcharged, or reduced to the Amount only of the Military Fund, we may reaſonably hope for ſuch an Accumulation of your Treaſury as will ere long be ſufficient for any Emergency."

* Sic in Orig.

" The Governor General.—The Papers compoſing my Plan for the Supply of Garriſon Proviſions, were drawn up before the Minute in which I recommended Capt. Kyd to fill the Office of Secretary to a New Military Council. The Duties of this Office will employ as much of his Time as he can ſpare from his other Avocations. For this and the other Reaſons urged by Mr. Francis, I adopt and recommend the Alterations propoſed by him, in the Check propoſed to the Agent, namely, that the Officer commanding for the Time being in the Fort be entruſted with One of a Set of Keys of the Victualling Store Rooms, with the Charge and Powers propoſed in the Plan to be veſted in the Town Major. I alſo acquieſce in the Reduction propoſed of the Quantities to be kept in Store, to a Quantity equal to Three Months Conſumption inſtead of Four. I alſo agree to the Propoſal of laying up 30 Lacks of Rupees, a Fund for Military Exigencies, in the Fort. In my Opinion, the groſs Amount of the Public Treaſure ought always to be depoſited in the Fort. I think Mr. Francis's Propoſal ſufficient, and I will look out for a proper Place, in which the Money may be lodged. I beg leave to add a few other ſhort Obſervations on Mr. Francis's Minute. I do not think there is more Danger of an Invaſion from the French at this Time, than there has been theſe Five Years paſt, and I am in my own Mind firmly perſuaded that they never will attempt it by Sea. The Dangers and Difficulties attending it are, in my Comprehenſion of them, inſurmountable; but I do not think this will acquit the Board of Blame in omitting to provide againſt even the Poſſibility of ſuch an Event: If the Fortreſs itſelf is neceſſary, it is equally neceſſary it ſhould have Men to defend it; that it ſhould have Military Stores to enable them to ſuſtain a Siege, and Proviſions on which they may ſubſiſt. We have a full Treaſury, and every Rupee of it which we can employ in uſeful Purpoſes will revert

" to us in Part by its Circulation. I think it neceſſary further to add, that almoſt all the Articles, and every one of the moſt neceſſary Articles that I have propoſed to lay in Store, might " be collected from the Markets of Calcutta, in a Quantity far exceeding that now required, with " a very few Days Notice: But though this may be the Caſe in a Time of Peace and Quiet, I " doubt whether they could be procured amidſt the firſt Hurry and Terror which would affect the " Minds of the People in caſe of actual Invaſion. Upon the Whole, I confeſs, that in the Plan " propoſed I wiſh rather to guard againſt Poſſibilities than Probabilities, and to accommodate my " own Conduct in an Inſtance of ſo public a Nature, to what I believe to be the Opinions and " Expectations of others, yet more than my own. I wiſh to receive the further Sentiments of the " other Members of the Board upon the Plan itſelf, before I propoſe what remains for the Concluſion of it."

" Mr. Barwell aſſents to the Governor General's Propoſal, with the Alterations above-mentioned.")

☞ [" Ordered, That the Secretary requeſt the Opinions of ſome of the Principal Merchants in Calcutta ſeparately, on the Amount of Commiſſion which ought to be allowed for providing the Articles propoſed, and that the Blank in the Governor's Minute do remain until this Report be received."] (*a*)

(Signed at the End of the Conſultation)

" Warren Haſtings,
Richd Barwell,
P. Francis."

Read, from the ſame Book, the following Extract of a Conſultation of the 7th November 1776, beginning at Page 461, of the ſame.

" Fort William, the 7th November 1776.

Secret Dept Thurſday.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Richard Barwell, } Eſquires.
Philip Francis, }
General Clavering indiſpoſed.

" The Proceedings of the 4th read and approved.

" The Secretary having conſulted three of the principal Merchants of Calcutta, on the following Queſtion, which he ſtated to them, begs leave to report their Anſwer to the Board.

Secretary's Report.

" Queſtion.—What Commiſſion do you think will be adequate to an Agent for providing and laying in the Stores mentioned in the Liſt which I now ſhew you, and engaging to keep the ſame conſtantly in good Order and fit for Uſe, he ſuffering any Loſs which may accrue upon them by Waſtage or Decay. The Commiſſion to be rated as follow, upon the prime Coſt of the Goods, and to be paid annually, in Compenſation for the Riſk and Expence of keeping them in good Order, by ſupplying freſh in the Room of any Part which ſhall decay, viz.

Loſs by Decay, Waſtage, and Variation of the Market.
Compenſation for the Agent's Trouble.
Servants Wages, Cooley Hire, &c. &c.

" Anſwer.—Having read and conſidered the above Queſtions, I am of Opinion that no Agent can undertake to ſupply the Stores required, and to keep up the ſpecified Quantity in conſtant good Order, for leſs than the following Conſideration:

For the 1ſt Article	—	12	℔ Cent.
For the 2d	—	5	℔ Cent.
For the 3d	—	3	℔ Cent.

(Signed) " John Robinſon."

" I am of the ſame Opinion.

(Signed) " Charles Croftes."

" I am of the ſame Opinion.

(Signed) " David Killican." (*b*)

(Signed at the End of the Conſultation)

" Warren Haſtings,
Richd Barwell."

(*a*) Vide Appendix, No CCIV.

(*b*) Vide Appendix, No CCV.

The Managers for the Commons ſtated, they ſhould next read the Firſt of General Clavering's Minutes of Remonſtrance on this Subject.

Read, from the ſame Book, the following Extract of a Conſultation of the 2d December 1776, beginning at Page 587, of the ſame.

“ Fort William, the 2d December 1776.

“ At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
General Clavering,
Richard Barwell,
and
Philip Francis,
} Eſquires.

☞ [“ General Clavering.—The Court of Directors have been ſo often amuſed with Projects of private Benefit, and Jobs concealed under the Cloak and Appearance of the publick Good, decorated with all the Colours that Artifice and an affected Zeal for the Company's Proſperity could give them, that it will not ſurprize *, after their Experience of the Fallacy of them, that they may doubt a little, whether the preſent Project for victualling the Fort, as it is propoſed by the Governor General, may not conceal likewiſe a Job, to ſerve a Dependant. The Hiſtory of the laſt Six Weeks would authorize any Suſpicion that can be formed, that nothing leſs than the Company's Intereſt has been conſulted in the various Meaſures that have been adopted, whether in this Department, in that of the Revenue, or the Board of Inſpection. The Papers which have been laid before the Board, by the Governor General, for victualling the Fort in caſe of a Siege, were prepared by my Orders, and laid by me before the Board of Ordnance, with an Intention that the Government ſhould be at all Times informed of the different Articles that were neceſſary to ſupply the Fort in caſe of an Exigency. I did not mean to propoſe making an immediate Proviſion of the Articles, excepting of Rice and Firewood, till we had certain and preciſe Advices of Danger threatning this Settlement; and I had intended that thoſe Articles ſhould have been laid into the Fort without the leaſt Expence to the Company. I meant that the Perſon who ſhould have the Commiſſion for laying in thoſe Two Articles, ſhould derive his Profit for his Labour on the Sale of One Half of them annually, and to re-purchaſe the ſame Quantity at the proper Seaſons for laying in the Supply. I underſtand that a Profit might be derived from the Method of ſelling theſe Articles when they are at the deareſt, and buying when they are at the cheapeſt: That would ſufficiently indemnify the Agent for his Trouble. Nothing more would be required by this Plan, than to make the neceſſary Advances for the firſt Purchaſe, the Company not ſuffering any Loſs either by the Waſtage of Stores or by paying a ℘ Centage for the Purchaſe of them. I ſhall therefore object for the preſent to any other Stores being laid in than Rice and Fire Wood, as well as to any Commiſſion being given to any Body for that Purpoſe.]

The General's Minute on victualling the Garriſon.
Do. on victualling the Fort.
* Sic in Orig.

(Signed at the End of the Conſultation).

“ Warren Haſtings,
J. Clavering,
Richᵈ Barwell,
P. Francis.”

Read alſo, by Deſire of the Counſel for the Defendant, the following further Extracts from the ſame Book and ſame Conſultation, beginning at Page 593, of the ſame.

§ (“ The Governor General delivered to the Secretary the following Minute, with Directions that
“ it ſhould make a Number in the Naſſau's Packet, which, after having been circulated for the
“ Information of the other Members of the Board, was accordingly done.
P. 600. “ In the Opinion given by General Clavering upon my Propoſal for laying up a
“ Store of Proviſions for the Garriſon of Fort William, his uſual Temper has diſplayed itſelf by
“ an Attempt to vilify the Plan with hard and coarſe Invectives, inſtead of offering any Objections
“ to the Propriety of it. Artifice, an affected Zeal for the Company's Proſperity, Projects of
“ private Benefit, and Jobs to ſerve a private Dependant, are the Expreſſions and Reaſonings by
“ which a Member of this State examines the Utility of a public Meaſure. He has probably
“ heard, or, if he has not, I will now declare that I do mean to propoſe a Gentleman of my own
“ Family for this Truſt; I mean my Secretary Mr. Belli, not becauſe he is a private Dependant,
“ whoſe Services and Fidelity for more than Four Years paſt have hitherto received no higher
“ Reward than a Salary of 300 Rupees per Month; but becauſe I think the due Diſcharge of
“ this Truſt of ſuch Importance, and ſo immediately my own Province, that I wiſh to employ in
“ it the Perſon on whoſe Honor I can place the beſt Dependance.

Propoſals entered in ſecret Conſultation, 4th Nov.; Accounts in 7th Nov.; Copy of the General's Diſſent; ſent a Number in the Packet, not being yet recorded.

4th Nov. " The General has miſtaken the Papers which were laid by me before the Board, with the Plan; " they differ totally and eſſentially from thoſe which the General delivered to the Board of Ordnance, both in Form and Subſtance, and the Principles on which they were formed were dictated by myſelf, though the ſame Hand executed them that the General employed for the like " Purpoſe.

General's Minute a Number in the Packet. " If I rightly underſtand the General's Plan, it is this: That the Agent ſhould be allowed a " Sum in Advance equal to the Quantity of Rice and Firewood to be laid up in Store. This " Quantity he was to provide, and always preſerve undiminiſhed, and not for his own Advantage " only, but for the Means of keeping the Supply of each Article freſh and fit for Uſe; he was " to be permitted to diſpoſe of them from Time to Time, and to replace them by new Purchaſes, " conſulting his own Advantage in the Change of the Rates of the Markets:—But, if he was " not allowed to diminiſh the Quantity in Store, I do not ſee how he could have availed himſelf " of the Rates of the Markets, which can never be favourable at the ſame Time to the Seller " and Purchaſer.

" No Dealer in Grain will make Choice of a fortified Place for a Gunge. The numberleſs " Reſtrictions of a Garriſon, and the Horror of Centries ſtationed in every Paſſage, will, whether " well or ill founded, be an inſurmountable Objection to any of the native Merchants accepting the Agency on ſuch Terms; even an European will be ſubject, though in a leſs Degree, " to the ſame Inconvenience. In ſhort, the General's Plan appears to me (I beg his Pardon if " I miſconceive it,) to offer ſomething leſs than the common Profits of a free and optional " Trade as the Recompence for a reſtricted one, for it is ſelf-evident that the propoſed Dealer in " Grain having the ſame Option of buying it, when it is cheap, for his own Advantage, at his " own Riſque, with no other Reſponſibility, and of ſelling it when it is dear, in the eſtabliſhed " Market known and acceſſible to all Men, will be no Gainer by being allowed to ſell Grain in " the Fort, under the Engagement of keeping up the ſame Store accountable for its Quality, and " of courſe ſubject to the Will of thoſe who are to be the Judges of it, and confined to a Place " to which no Man will reſort, and abandon the common Markets, without the Certainty of extraordinary Advantages, which will be a proportionable Loſs of courſe to the Proprietor.

Conſultation, 4th Nov. " In ſhort, I have taken more than ordinary Trouble to draw up the Plan which I recommended.—I have the ſtrongeſt Conviction that the Principles of it, which are new to me at leaſt, " are the beſt adapted to the Deſign. The Form of it is ſimple, the Expence is fixed and " exempted from Contingencies, a conſtant Supply of the moſt neceſſary Articles of Proviſions " for the Garriſon will be ſecured againſt the Time of Need, and the Intereſt of the Agent is " concerned in the faithful Diſcharge of his Truſt, becauſe, if the Stores are originally bad, they " will be rejected, and if they are damaged by his Neglect, he will loſe by the Sale of them.")

Read, from Book 454, already delivered in, the following Conſultation of the 13th January 1777.

" Fort William, the 13th January 1777.

Secret Dept Monday.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Lieut. General John Clavering,
Richard Barwell, } Eſquires.
Philip Francis, }

" The Proceedings of the 30th ultimo read and approved.

" Read, the following Letters from Mr. Briſtow.

" Honble. Sir, and Sirs,

Mr. Briſtow's 2 Letters. " The Bearer, Holanſee Lob, accompanies the Honble. Company's Treaſure diſpatched from this Place agreeably to the Invoices under Date September 30th and November 30th. He is the Gomaſtah of Caſhmere, Mull, and Bockrage, the Shroffs I have employed in receiving and ſhroffing the Company's Monies. As Caſhmere, Mull, and Buckrage muſt be anſwerable in caſe of the Specie turning out different from the Invoice, they have ſent theſe their Agents, to be preſent at the counting and delivering the Money in Calcutta.

" I am, &c.

" Lucknow, (Signed) " John Briſtow."
November 11th 1776.

" Honble. Sir, and Sirs,

" I have received the Honourable Board's Letter of the 2d inſtant, and, agreeable to their Inſtructions, ſhall deliver up the Charge of my Office to Mr. Nathaniel Middleton on his Arrival at this Court, and proceed myſelf to the Preſidency.

"My attending his Excellency the Vizier on a Viſit to this Place, puts it out of my Power to pay implicit Obedience to the Honble. Board's Orders, with reſpect to preparing and tranſmitting an Account of the Monies advanced and paid for the Charge of raiſing and maintaining the Military Eſtabliſhments; but I have written to my Aſſiſtant at Lucknow on the Subject, deſiring him to uſe all Expedition in diſpatching it.

"I have, &c.

"Camp near Belgram,
21ſt December 1776.

(Signed) "Jno. Briſtow,
"Reſident at the Vizier's Court."

"The Treaſure remitted by Mr. Briſtow being arrived, with the Letter from him of the 11th November, under Charge of Lieut. Downes, the Invoice which accompanied it was ſent to the Treaſury, with an Order to receive it, and to permit the Shroff mentioned by Mr. Briſtow to be preſent at the Shroffage thereof.

"The Commander in Chief having ſent in the Two following Letters to him from Lieut. Colonel Goddard, the Secretary immediately circulated them for the Information of the Board, and tranſmitted Copies of them to Europe, in the Triton's Packet.

"To General Clavering.

"Sir,

Lieut. Col. Goddard's Two Letters.

"I before did myſelf the Honor to acquaint you, that, after reducing the Forts in the Corah Province, I had marched towards the Donab, in order to demoliſh thoſe of any conſiderable Strength in that Country. I have now to inform you, that ſome Days ago I arrived before Seckereny, a Fort belonging to Futty Chund Patuck, a rebellious Zemindar, and planted a Battery againſt it of Two Eighteen Pounders, which continued playing for Two Days, when this Evening, thinking a Breach practicable, I ordered Captain Lane, with Six Grenadier Companies, to march to attack it; I alſo ordered Ten Sepoy Companies beſides down on either Side of the Fort, in order to aſſiſt if Occaſion required, and to prevent the Enemy from eſcaping, as I conſidered the ſecuring and making an Example of this Man, might be attended with good Effects upon the other Zemindars of the Donab. Lieutenant Blacker ſtormed firſt with Two Grenadier Companies, but was unfortunately wounded in mounting the Breach; Captain Lane, who marched up to his Support, alſo fell. Theſe Circumſtances, added to the deſperate Reſiſtance made by the People in the Fort, who threw down Pots of Powder and all Manner of Combuſtibles upon the Sepoys Heads, ſo diſpirited them, that they gave Way on all Quarters, and could not be brought to renew the Attack; and in the Confuſion and Hurry of the Men retreating from the Fort, thoſe within found Means to effect their Eſcape, and abandon it. Many of my People are killed and wounded; but as I write this immediately after the Affair has happened, I cannot exactly aſcertain the Number. I will do myſelf the Honour to write you more particularly To-morrow. Capt. Lane and Lieut. Blacker are, I fear, mortally wounded. Lieutenants Moore, Park, and Montague have received Wounds; but they do not appear dangerous. I have to requeſt you will pleaſe to lay this Circumſtance before the Honble. Board.

"I have, &c.

"Camp before Seckereny,
Dec. 25th 1776.

(Signed) "Tho' Goddard."

"Sir,

"I did myſelf the Honor of writing to you the 25th inſtant, informing you of the Attack made upon Fort * Seckreny, and the deſperate Reſiſtance of the People in it. I now take the Liberty of encloſing you a Return of the Killed and Wounded. As I have already given you a particular Account of this Affair, I have only to add, that upon Examination of the Fort next Morning, I found that I was right in my Opinion of the Breach being practicable: I muſt attribute the Loſs of ſo many Men to their Officers being wounded at the Beginning. This unlucky Accident, together with the Combuſtibles tumbled from the Walls into the Ditch, intimidated them ſo much, that they could not be brought to advance beyond the covered Way, where they were entirely expoſed to the Fire of the Enemy's Matchlocks. Lieutenant Moore, the next Officer to Lieutenant Blacker, hearing of his Miſfortune, put himſelf at the Head of the Party, and ran up to the Breach, encouraging the Men to enter it, but without Effect; and juſt at that Inſtant, he was wounded by a Spear from the Top of the Breach.

* Sic in Orig.

"I take the Liberty of mentioning to you, that the European Officers exerted themſelves in a particular Manner to animate the Troops with Confidence and Reſolution; and in Excuſe for the Backwardneſs of the Sepoys, I muſt obſerve, that they are new raiſed Men, and unaccuſtomed to Service. I have not, however, any Doubt but they will behave with proper Spirit on the next Occaſion, as they ſeem ſenſible of their Miſconduct on the preſent one, and had the Reaſon of their Miſcarriage explained to them. I am concerned to inform you that Captain Lane, who was ſhot through the Body, is juſt expired of his Wounds. There is a Poſſibility of Lieutenant Blacker's Recovery, but the Surgeon cannot at preſent ſpeak with any Certainty. The Reſt of the Gentlemen I mentioned to have been wounded in my former Letter, are in a favourable Way.

"I have, &c.

"Camp near Seckreny,
Dec. 27th 1776. (Signed) "Tho' Goddard."

"Ordered, That the Return of the Killed and Wounded, encloſed in the above Letter, be entered after the Conſultation.

"Read, the following Letters from Lieutenant Colonel Goddard.

Lieut. Col. Goddard's Two Letters.

"Gentlemen,

"I had the Honor to receive your Letter of the 2d inſtant, and, in Obedience to your Orders, have directed the Gentlemen under my Command to ſend me an Account of the Money they have received ſince their Appointment, and for what Purpoſe of the Service expended, with the neceſſary Vouchers; all which ſhall be tranſmitted you without Delay.

"I have, &c.

"Camp before Seckreny,
Dec. 26th 1776. (Signed) "Tho' Goddard."

"Gentlemen,

"In a Letter I had the Honor to addreſs you of the 15th inſtant, I informed you that the principal Forts in Corah being reduced, I ſhould proceed towards the Donab in order to fulfill the Vizier's Intentions of levelling thoſe in that Province alſo. I accordingly marched to Sickreny, the Reſidence of a rebellious Zemindar, Futty Chund Patuk, whoſe particular refractory Behaviour pointed him out to me as the moſt proper Object for an Example to ſtrike Terror into the other Zemindars, and I inveſted his Fort ſo cloſely, that it was impoſſible for him to effect his Eſcape. In this Hope of ſecuring his Perſon, I was however diſappointed, for on the Evening of the 25th inſtant he found Means to get off, with almoſt all his Followers, amidſt the Confuſion that enſued upon the Sepoys failing in the Attempt to ſtorm a practicable Breach that had been made in one Part of the Wall. The Particulars of this Affair I have already laid before the Commander in Chief, and tranſmitted him a Return of the Killed and Wounded. I have alſo acquainted him with the unfortunate Accident that happened to Captain Lane, who died the 27th inſtant, of a Wound he had received through the Body.

"I beg Leave to inform you that I ſhall advance in a few Days againſt the other Forts of the Donab, which are very numerous, and remarkably ſtrong. I am therefore hopeful that my Application for an Engineer has before this been complied with, as the Service of an Officer ſkilled in that Branch would much aſſiſt the preſent Expedition.—I muſt alſo take the Liberty of repeating a Wiſh I formerly made known unto you, that Twelve Men from the Invalid Corps might be permitted to join the Vizier's Troops, as I have had an Opportunity of ſeeing how uſeful they would prove on many Occaſions.

"I have, &c. &c.

"Camp near Seckreny,
Decr 29th, 1776. (Signed) "Tho' Goddard."

"Agreed, That the following Reply be written to Lieut. Colonel Goddard.

"To Colonel Goddard.

"Sir,

"We have received your Letters of the 26th & 29th ulto.

"We are concerned to hear of the Death of Captain Lane, and of the unfortunate Loſs ſuſtained by the Corps under your Command in the Attack of Sickreny Fort.

"The Company having ordered a European Force to be conſtantly ſtationed at Chunar, and the Company of Invalids now at that Place being barely ſufficient for the Duties of the Garriſon, we cannot at preſent comply with your Application for Twelve of theſe Men to be employed in the Nabob's Service.

"We are, &c.

"Signed

"General Clavering lays before the Board the following Letter from Lieutenant Colonel Dow.

"To General Clavering, Commander in Chief, &c.

Lieut. Co Dow.

"Sir,

"I have the Honor of tranſmitting a monthly Return of the Troops in this Garriſon.

"Ajet Sing, a Raja on the Southern Frontier of this Province, is reported to be collecting a Force under the Command of Govind Giet, One of his Vaſſals, with an Intent of making an Incurſion into Giet Sing's Territories towards Mirzapore. Some Acts of Hoſtility have been already committed. Giet Sing has detached a Force to oppoſe them, but has not as yet made any Application to me. Should he find it neceſſary, I ſhall act according to my Judgment of the Exigency, and deem the Protection of the Company's Territories, for ſo I deem this Province, a Part of my Duty.

“ I have, &c.

“ Chunar,
2d January 1777. (Signed) “ Alex^{r} Dowe,
L^{t} Col^{l} Commanding.”

“ Agreed, That the following Letter be written to Lieutenant Colonel Dow.

“ To Colonel Dow.

“ Sir,

“ The Commander in Chief having laid before us your Letter to him of the 2d January, we think it neceſſary, in Reply, to authoriſe you to comply with any Requiſitions which may be made to you by Raja Cheit Sing, for the Aſſiſtance of a Detachment of the Company's Troops under your Command for the Defence of his Country againſt Invaſion, except in ordinary Caſes, when it may be in the Power of the Rajah by his own Force, and unaſſiſted by ours, to repel the Invaders.

“ We are, &c.

“ The Governor General having ſent to the Secretary the following Minute, it was immediately circulated with Mr. Johnſon's Accounts and Papers.

The Governor General's Minute.

“ I have hitherto waited to receive and to examine Mr. Johnſon's Account of victualling Stores ſupplied by him, or committed to his Charge, and of the Expenditure of them, before I choſe to bring the Subject of the Plan, which I laid before the Board on the 1ſt of October laſt, again to their Notice. Theſe Accounts are now before the Board, and from them, and other Enquiries which I have made, I think that the Agent can have no Proſpect of indemnifying himſelf for the Loſſes which muſt ariſe on the Stores, many of them being of ſo periſhable a Nature as to loſe Half, and others more of their Value in Twelvemonths; nor will the ſmalleſt Encouragement be afforded him for his Attention to his Truſt, by an Allowance of 20 ℘ Cent. on the Purchaſes, agreeably to the Opinions of Meſſrs. Robinſon, Killican, and Croftes.—If Mr. Johnſon's Accounts now before the Board may be depended on, a Loſs of above 90 ℘ Cent. on the Stores has been ſuffered during the Two Years they were under his Management, or 45 ℘ Cent. ℘ Ann.; therefore, I propoſe that an annual Commiſſion or Allowance of 30 ℘ Cent. on the Proviſion of all Stores ſhall be made to the Agent.

“ Mr. Barwell.—I have inſpected the Accounts delivered in by Mr. Johnſon, and approve the Governor General's Propoſition of allowing the Agent a Commiſſion of 30 ℘ Cent. on his Purchaſes.—The Opinion of the Merchants cannot be oppoſed to Facts, and as the actual Loſs ſuſtained has hitherto amounted to upwards of 90 ℘ Cent. I give my Aſſent to the Governor General's Motion.

(Signed) “ R. B.”

“ Ordered, That theſe Papers be entered after the Conſultation.

“ The following Minutes were delivered upon the above Propoſition by the other Members of the Board.

General Clavering's Minute.

“ However ready I am to dedicate my Time to the Public Service, and on all Occaſions diſpoſed to examine every Propoſal which may be ſubmitted to me by the Council with all due Attention, I muſt confeſs the invincible Repugnance I feel to undertake this Taſk, when I perceive on the Face of a Plan, ſuch as that which is under Conſideration for victualling the Fort, evident and unqueſtionable Marks of a Deſign to drain the Company's Treaſury, merely to benefit an Individual, under the ſpecious Colouring of Public Utility.

“ My ſuppoſing that the Agency of this Scheme was intended for a Dependant, was a Suggeſtion that aroſe, as well from the obvious View I took of it, as from the preſent Diſpoſition of the Times, when Gratifications are diſpenſing on all Sides with a Bounty yet unknown, even in this Government.

“ The Declaration which the Governor General has ſince made, that he means to propoſe his Secretary, Mr. Belli, for the Agency of victualling the Fort, relieves me, I confeſs, from the Difficulties I was under in conſidering the Plan, connected, as I was ſure it would be, with the private intereſted Views of a Dependant. Without the expreſs Authority of the Governor General, I could not have ventured to ſuppoſe him capable of propoſing a Perſon to exerciſe ſo great a Truſt, who is not in the Company's Service, and ſtill more, that this Perſon ſhould be his own Secretary.—As the firſt of theſe is an Impropriety that cannot be carried into Execution without a manifeſt Breach of the Company's Orders, directing that none but Company's Servants ſhall be employed in Places of Truſt, ſo the Second is replete with ſuch Objections as I think are irrefragable. Let me aſk, whether there is not the ſame Objection to the Governor General's Secretary being concerned in a Victualling Contract, as there does to his Banyan holding Farms or Contracts for the Inveſtment? And again, whether by the late Act of Parliament, which prohibits all His Majeſty's Subjects dealing in certain Neceſſaries of Life, excepting thoſe who may furniſh them for the Company, the Objections of the Secretary being that Contractor does not become more forcible.

" Beſides the Advantage that will accrue to him in dealing in the prohibited Articles excluſively, he will have the Benefit of the Aſſiſtance of the Aumeens, who are going into the Diſtricts to procure every Article of Proviſion, at his own Price. It is natural to ſuppoſe that thoſe People will endeavour to recommend themſelves to their Patron by exerting of their Power in favour of his Secretary: After this, when he brings his Proviſions to Calcutta, will not the Quantity he will have in Hand enable him at all Times to fix the Prices of the Market, by which the Rates of the Agent's Commiſſion of 30 ℘ Cent. is to be regulated?

" Theſe are the particular Objections to the Secretary's dealing in Proviſions; it remains to conſider the General Ones to the Expediency of the Meaſure, more eſpecially when the Governor's Secretary is to be the Agent Victualler.

" Firſt, I do not admit, that it follows of Courſe, that the Exiſtence of a Fort and Garriſon implies the Neceſſity of keeping it victualled: None of the Fortifications in England, in Scotland, in Ireland, in Guernſey, and Jerſey, have a ſingle Article of Proviſion in them. They, however, depend, as well as Fort William, on the Supplies that may be thrown into them on the firſt Alarm, though the ſame Effects, it muſt be ſuppoſed, would follow there which the Governor General repreſents would happen in Bengal on an Invaſion. He ſays, ' Almoſt all the Articles, and every one of the moſt neceſſary Articles that he has propoſed to lay in Store, might be collected from the Markets of Calcutta, in a Quantity far exceeding that now required, with a very few Days Notice; but though this may be the Caſe in Time of Peace and Quiet, he doubts whether they could be procured amidſt the firſt Hurry and Terror which would affect the Minds of the People in caſe of actual Invaſion.' In effect, ſo far ſhould we be from wanting, in ſuch an Exigency, many of the Articles, that the Merchants who keep them in Store, would think themſelves but too happy if they could be permitted to ſecure them, as Madeira Wine, &c. in the Fort, amounting to much more than poſſibly could be wanted. But if the Proviſion of any Kind of Stores ſhould be judged neceſſary, it appears to me, that it ſhould be in the bulky Articles, as Fire Wood and Rice, which, as I mentioned in my former Minute, might be provided without the ſmalleſt Expence to the Company; though, I believe, if the whole Sum that is intended to be appropriated for theſe Supplies, were to be ſet apart, ſuch a Reſource would, on an Exigency, furniſh the Garriſon with a much more plentiful and wholeſome Supply than the Annual Expenditure of it can do by laying up the Stores.

" I conclude, therefore, that if it be admitted, that wherever there is a Fort and Garriſon, there muſt be likewiſe victualling Stores laid in, the ſame Neceſſity will be ſoon urged for the Appointment of an Agent Victualler at Chunar, as well as at Fort William, and perhaps with more oſtenſible Reaſons to ſupport it, as that Place is a Frontier Garriſon.

" My Second Objection goes to the Manner with which the Stores are to be provided. The Company directs that Contracts ſhall be advertiſed; but the Governor General foreſeeing that his Secretary could not obtain the victualling Scheme on that Footing, but on the loweſt Terms, endeavours to remove the Objection, by ſaying, ' That the World would know what Proviſion was made for the Defence of the Fort;' as if the Knowledge, that there was Three or Four Months Proviſion in it, beſides what might be thrown in at a few Hours Notice, would invite rather than diſcourage an Enemy to attack it. So curious an Argument requires no other Refutation.

" My Third Objection goes to the Proviſions for Fifteen thouſand Men; that is to ſay, for Three Fourths of our Army. I ſuppoſe the intended Agent Victualler propoſed this Number of Men.

" Fourth Objection, the immenſe Profits of the Agent. Upon a rough Calculation, I conjecture, the Coſt of the Proviſions to be furniſhed will not be leſs than Three Lacks of Rupees, and conſequently the Agent's Commiſſion of 30 ℘ Cent. is Ninety thouſand.

" If I underſtand the Propoſal right, the Agent, after ſupplying the full Quantity of Stores required, is to change them as often as may be neceſſary to prevent their Decay; but there is no Stipulation mentioned to compel him to perform this Part of the Propoſition, and therefore, without incurring a Penalty, he may, if he pleaſes, leave all his putrid Stores on our Hands, and walk off with his Ninety thouſand Rupees. In this Caſe, ſhould there be found ever another Majority of the Board who would vote for a freſh Supply, the ſame Sum as before muſt be thrown away, and the ſame Profits renewed to the Dependant, whoever he may be.

" Let it however be granted that he will perform the profeſſed Engagement in the Plan, by renewing the Stores when neceſſary; may not that Neceſſity occur, for many of the Stores, two or three Times a Year, conſequently the Commiſſion on the Purchaſe will operate juſt ſo many Times in his Favour.

" In the View I have hitherto taken of his Gains, I have only conſidered him as Agent; it is fair now to ſee what he will get as Merchant.

" Thoſe Perſons who buy Proviſions up the Country generally reckon on a Profit from 15 to 25 ℘ Cent. on bringing them to Calcutta. I take it for granted, that Mr. Belli, with the Advantages that he will in courſe poſſeſs from his Connection, may be ſecure of a Gain of 20 ℘

Cent., even ſuppoſing him to confine his Purchaſes to the Quantity required. This will add Sixty thouſand more to the Profits of the Commiſſion, in all 150,000 R^{s} in an Half Year from his firſt Deliveries only.

" Fifth Objection, to the making the Commandant of the Fort the Storekeeper. According to the 9th Article of the Plan, he (it was at firſt the Fort Major) is to keep the Muſter or Sample of the Stores; he is to examine all Deliveries by them; he is to viſit conſtantly the Magazine to inſpect the Condition of them; he is to attend to the Redelivery of them to the Agent that they may be changed, and to grant Certificates for taking them away: Finally, he muſt keep a Set of Books. Suppoſing the Commandant had Leiſure and a ſufficient Knowledge of Stores to be able to accompliſh theſe various Duties, every one muſt ſee the diſagreeable Predicament he muſt ſtand in. Can it be almoſt expected that he will riſk the Favour of the Governor General in rejecting bad Proviſions, or condemning thoſe that are putrid? yet, if he does not, he expoſes the whole Garriſon to die of the Plague. I do not think that the propoſed Agent would be guilty of thoſe Frauds which are ſo frequently committed by victualling Contractors in all Parts of the World; but this does not prevent every one wiſhing to ſee the Agency for ſo important a Truſt filled by a Perſon no ways connected or protected by Favor, as the Conſequences of the leaſt Complaiſance to him may prove fatal to the very Exiſtence of the Engliſh Power in Bengal.

" Objection the Sixth, on the Reaſons aſſigned by the Governor General for wiſhing to make his Secretary the Agent: He ſays, it is not becauſe he had been with him Four Years on a Salary of only 300 R^{s} ꝑ Month, but from thinking the due Diſcharge of a Truſt of ſuch Importance, and ſo immediately his own Province, required a Perſon on whoſe Honour he could depend. Mr. Haſtings's high Opinion of Mr. Belli is, I dare ſay, very well founded; but it ſeems rather injurious to the Company's Servants, that not one is to be found on whom ſo important a Truſt can be conferred. I wiſh not to make Compariſons, but I muſt be permitted to ſay, that if the Goodneſs of their Characters cannot avail them in being appointed to Poſts of Truſt, I ſee no Advantage that they enjoy over Gentlemen who are out of the Service, and only ſuffered to reſide in Bengal by Indulgence.

" How it comes that the Governor General imagines, that the recommending an Agent Victualler is his peculiar Province, I cannot comprehend, as the Conſequences of any Fraud committed by the Agent would fall, not on the Governor General, in caſe of a Siege, ſeeing the Defence of the Fort would not reſt with him, but on the Commander in Chief.

" I hope theſe Objections will convince the Governor General of the Inexpediency of his Plan for victualling the Fort, particularly when it is to be undertaken by his Secretary; but, at leaſt, if thoſe Objections do not avail, I have a Right to expect he will retract the Complaint he made againſt me for uſing hard and coarſe Invectives on his Plan, inſtead of offering my Objections to the Propriety of it.

(Signed) " John Clavering."

Mr. Francis's Minute.

" In my Minute of the 4th of November, I propoſed, that, in order to determine the Amount of the Agent's Commiſſion, the Opinions of Perſons of Credit, converſant in the Inland Trade, and who may have dealt in the ſeveral Articles of Supply, and are acquainted with the State and ordinary Fluctuations of the Markets, ſhould be taken. Meſſrs. Robinſon, Killican, and Croftes, have reported that 20 per Cent. is a reaſonable Commiſſion; and I abide by their Opinion. I did not underſtand that the Commandant of the Fort was to be Storekeeper; but that officially there ſhould be ſome Check and Controul veſted in him, to inſpect the State of the Stores for the Uſe of the Garriſon under his Command, for the Safety of which he is immediately reſponſible.

(Signed) " P. Francis."

" Mr. Barwell. —— I abide by the Opinion I have already given on this Subject.

The Governor General's Reply to General Clavering's Minute.

" I ſhall readily acknowledge that I have no longer Cauſe to complain of the Conciſeneſs of the General's Objections to my Plan for victualling the Fort, though his laſt Minute conſiſts of little more in Points of Argument than the former, being chiefly compoſed of multiplied Invective, groundleſs Conjecture, and unfair Inſinuation, neither ſupported by Facts, nor demonſtrated by Reaſon. I ſhall therefore reſt the Defence of the Meaſure on the Arguments I employed in Anſwer to the General's Firſt Minute, and confine my preſent Reply to Two Objections brought in his laſt, principally againſt the Agent.

" The General ſtrongly diſapproves of the Agent, becauſe he is not a Servant of the Company; and introduces ſeveral invidious Remarks on the Choice being made of my private Secretary for the Charge of providing the Stores. The Command of the Garriſon is ſolely veſted in me during the Time of Peace; and I regard it as a Duty incumbent on me, to keep it in ſuch a State of Security, as to reſiſt, at leaſt any ſudden Impreſſion, whenever a War takes place. Hence I conceive the Neceſſity of keeping up a conſtant Supply of Victualling Stores; the Care and Proviſion of them is my peculiar Province: I alſo am reſponſible for the Conſequences, and it behoves me to delegate the Truſt to a Perſon in whoſe Integrity long Experience warrants my confiding.

" I am unacquainted with any Law or Inſtructions reſtricting my Choice to a Servant to the Company for this Employment. I am concerned that the General, on this Occaſion, compels me to quote his own Example in the Inſtance of Captain Webber, who, though no Servant of the Company, who, though his Aid-de-Camp, has been appointed, under his Patronage, to Poſts in the Eſtabliſhment formed for the Nabob of Oude, which, if univerſal Report may be credited, have yielded him Emoluments far more valuable than all the Employments which I have ever beſtowed in my Life. Nothing, in my Opinion, can be more forced or unnatural than the General's Suppoſition of a colluſive Monopoly of Grain between the Agent and the Aumeens, who are to be ſent into the different Diſtricts of Bengal for Purpoſes wholly unconnected with every Idea of Trade; and I believe he is the only Perſon in the World who could have formed ſuch a Suggeſtion, and produced it as an Objection to my committing the Supply of the Proviſions to a Perſon in my Confidence.

" To obviate the ill Effects which the General's Prejudices or Miſtakes might create in the Minds of thoſe who are unacquainted with the Nature of theſe Offices to which he has alluded, and are but too much diſpoſed to look for Abuſes in all Authority which they do not underſtand, it may here be neceſſary to explain, that the ſole Function of the Aumeens is to compile the neceſſary Papers of Government for aſcertaining, to the greateſt poſſible Degree of Preciſion, the true Value of the Lands, in order to form the new Settlement of the public Revenue.

" They are inveſted with no Powers which would give them excluſive Advantages in buying or ſelling.

" A common Gomaſtah, ſent under my Influence, (if my Influence can give them extraordinary Privileges), could deal on an equal Footing with them; nor is it poſſible to believe, that having undertaken a Meaſure of the laſt Importance, on the Succeſs of which my Reputation and future Proſpects eſſentially depends, I ſhould increaſe the Obſtacles avowedly raiſed to it by Two Members of the Adminiſtration, and hazard its Defeat, by diverting the Attention of thoſe employed in the Execution of it, for the trifling Conſideration of adding a few Rupees to the Profits of my Secretary.

" The Utility or Inutility of the Meaſure, which has given Riſe to theſe Objections and Anſwers, will be beſt proved by its Effect; and that this may be fairly made, I pledge myſelf that Mr. Belli ſhall keep exact Accounts of the Purchaſes, Charges, and Expenditure, of all the Stores committed to his Charge; and I will become reſponſible for his producing them before the Board, if ever the Court of Directors ſhall be pleaſed to order it; and that the Profits ariſing therefrom ſhall be paid into the Company's Treaſury, and appropriated as they ſhall direct, if they ſhall not deem them the juſt Reward of Mr. Belli's Services and Fidelity.

(Signed) " W. Haſtings."

" General Clavering.—The Objections I have made to the victualling the Fort by the Governor General's Secretary, are not and cannot be anſwered by him.

" The Inſtance the Governor General brings of Captain Webber's commanding a Regiment in the Vizier's Service, is brought to compare with his Secretary having the Appointment of Agent Victualler in the Company's Service. The one is not forbidden by the Company, the other is expreſsly.

" The Board has ordered all the Accounts of Money paid to the Nabob's Officers to be laid before them, when it will appear whether Captain Webber has received more or leſs than he is intitled to. If the former, I hope he will be puniſhed; I will never protect any Man who is guilty of Malverſation or Fraud, and the Governor General knows that I even parted with my Banyan, on hearing that he had preſumed on my Protection to do an Act which he very well knew was ſo contrary to my Intentions as the taking a Farm. In regard to the Governor General's malevolent Inſinuations of the Emoluments which Captain Webber has received, I muſt beg the Court of Directors will ſuſpend their Opinion till the Accounts come down. If he may be credited, he is not yet paid what he has diſburſed for the Purchaſe of Horſes, and is now very much in Debt on that Account. I beg leave to aſſure the Governor General, that I am not ſingular in ſuppoſing the Aumeens may not be ſo totally occupied with their Accounts, as not to have Leiſure to give a little Aſſiſtance to his Secretary, in purchaſing his Stores. It is impoſſible for the Government to know what Powers they may uſurp; they correſpond only with the Governor General, and are only accountable to him for their Conduct.

(Signed) " J. Clavering."

" All the above Opinions having been received before the Cloſe of the Triton's Packet, the Secretary cauſed Copies to be prepared and tranſmitted to the Court of Directors, and Mention was made in the General Letter of the Reſolution of the Board, to allow an annual Commiſſion of 30 ℔ Cent. to the Agent, on the Proviſion of the Stores required for the Supply of the Fort.

" Agreed, that the above Reſolution be now recorded in this Place.

" Governor General.—I move that Mr. Belli be appointed Agent of victualling Stores for the Garriſon of Fort William, according to the Plan recommended by me on the 4th of November.

" Mr. Francis.—I acquieſce.

" Mr. Barwell agrees.

" General Clavering.—I object; there is actually a Company's Servant who is nominally in the Poſſeſſion of this Office; this Servant (Mr. Johnſon) muſt be firſt removed before another is appointed.

" The Governor General.—I believe that there is no ſuch Appointment.

" General Clavering.—I move that this Matter be ſuſpended until the Fact be aſcertained by the Secretary.

" Reſolved, that this Appointment be ſuſpended until the Secretary ſhall have aſcertained whether Mr. Johnſon holds the Office of Agent Victualler by an Appointment of the Board.

" General Clavering having objected to the ſixth Paragraph of the General Letter prepared for the Triton, the Secretary received the following Letter and Minute from him on that Occaſion, and Copy of the Minute was ſent a Number in the Packet.

" To Mr. Auriol.

" Sir,

Gen. Clavering's Diſſent to the General Letter per Triton.

" I ſend you my Proteſt to the ſixth Paragraph in the Letter to the Court of Directors, written in the ſecret Department, and deſire it may make a Number in the Packet.

(Signed) " J. Clavering."

" General Clavering.—I proteſt againſt the ſixth Paragraph of the General Letter going from the ſecret Department to the Court of Directors by this Diſpatch, becauſe I conceive the Board is not warranted by any Act of the Government of Poona, or Declaration of their Miniſters, to draw the Concluſions that are inferred, and even expreſſed in this Paragraph, ' that we have Reaſon to ſuſpect they mean to take Advantage of our Confidence in their good Faith, to detain Colonel Upton by Compulſion.'

" If we conſider the two Letters referred to, there is nothing in them that can imply the Conſtruction that is given to them: The Word ' diſmiſs,' in the Paiſhwa's Letter, and ' Conſent,' in Colonel Upton's, import the ſame Meaning, which is no more than expreſſing the uſual Ceremony in Hindoſtan of granting Diſmiſſion or Leave to go away to Inferiors by Superiors. If we refer to the public Conduct of the Mahratta State, we have no Reaſon to complain of their Violation of Treaties, or their Breach of good Faith: They ſtrictly obſerved the Suſpenſion of Arms, though it was not maintained on the Part of the Preſidency of Bombay; they have endeavoured to fulfil the Treaty concluded with Colonel Upton, though it has been all along evaded by the Government of Bombay, firſt by giving Refuge to Ragaba at Surat, then ſecretly negociating with Sudaba and protecting his Followers, and laſtly by affording an Aſylum to Ragoba himſelf in Bombay. If, after the Sacrifice of Salſette, the Territory near Broach, and what was ſtill more degrading to them, they offer to pay the Expences of the War by giving up certain Territories till they were liquidated, nobody can blame the Paiſhwa for uttering Complaints, that he had made all theſe Sacrifices without obtaining what he had a Right to expect, Peace. The Concluſions therefore drawn from any Expreſſions of Complaint in the Paiſhwa's Letters are ungenerous, and rather imply an Intention to quarrel with him, than he with us.

(Signed) " J. Clavering."

" Mr. Francis having made the following Objection to the eleventh Paragraph of the General Letter, a Copy of it was ſent home a Number in the Triton's Packet.

Mr. Francis's Diſſent to the 11th Paragraph of the General Letter.

" I object to this Paragraph, becauſe it ſeems to imply the Creation of a new Office, whereas Mr. Fowke executed all the Duties deſcribed in this Paragraph, and with the greateſt Punctuality and Exactneſs.

(Signed) " P. Francis."

" In conſequence of Orders from the Governor General, the Secretary prepared and circulated the following Draft of Inſtructions to Mr. Thomas Graham, and Orders to Mr. Francis Fowke.

" To Mr. Thomas Graham.

" Sir,

Inſtructions to Mr. Thomas Graham.

" Having appointed you to reſide at Benares for the Purpoſe of tranſacting any occaſional Buſineſs which may ariſe between this Government and Raja Cheyt Sing, we direct that you immediately proceed to that Place.

" On your Arrival at Benares, you will deliver to the Raja a Letter of Credence, which the Governor General will tranſmit to you for that Purpoſe. You will then require from Mr. Francis Fowke, if he ſhould be on the Spot, the Accounts of the Raja's Tribute, and all the public Papers in his Poſſeſſion, as well reſpecting his late Deputation to the Raja, as the Poſt-office at Benares, which was under his Charge, as we have thought proper to inveſt you alſo with the Appointment of Poſt-maſter there.

" Having obtained theſe Materials, you are regularly to demand and receive Bills of Exchange from the Raja for the Amount of his Monthly Tribute to the Company, which you will punctually remit to us.

" Theſe are the only general Rules which we think it neceſſary at preſent to lay down for your Conduct. We ſhall tranſmit you ſpecial Orders for any future Services that may be required from you.

" We have thought it proper to appoint Mr. D. O. Barwell to be your Aſſiſtant, and to fix the Allowances to be drawn by yourſelf at the ſame Amount as thoſe granted to Mr. Fowke, which is 1,000 Rˢ ⅌ Month, and Captain's double Batta for your travelling Charges, and by your Aſſiſtant at 300 Rˢ ⅌ Month.

" We are, &c."

" Sir,

Orders to Mr. Francis Fowke.

" Having thought proper to appoint Mr. Thomas Graham to reſide at Benares on the Part of this Government, we direct that you deliver up to him the Accounts of Raja Cheyt Sing's Tribute to the Company, together with all the other public Papers of which you are poſſeſſed in conſequence of your late Commiſſion. We further direct, that you deliver over Charge of the Office of Poſt-maſter at Benares, with all its Appurtenances, to Mr. Thomas Graham, as we have alſo appointed him to that Station.

" We are, &c."

" The above Inſtructions to Mr. Thomas Graham, and the Letter to Mr. Fowke, were returned from Circulation with the following Minutes:

" Governor General.—Approved. A Letter ſhould alſo be written to Mr. F. Fowke, directing him, if he is yet at Benares, to deliver up the Amount of the Rajah's Tribute, and all the public Papers in his Poſſeſſion, to Mr. T. Graham, together with the Charge of the Poſt-office at Benares, which I recommend to be given to Mr. Graham,

(Signed) " Warren Haſtings.
(Do.) R. Barwell.
" I acquieſce. (Do.) P. Francis."

" I proteſt againſt the Letter. Mr Fowkes's Commiſſion was declared to be annulled. Mr. Graham's Appointment which followed, was to tranſact occaſional Buſineſs; yet it appears that the annulling Mr. Fowkes's Commiſſion was not intended, as it ſeemed to profeſs, to be a Meaſure of Oeconomy, as Two Perſons with Two Salaries are now to perform the ſame Office which was done before by One.

(Signed) " Jnᵒ Clavering."

" Mr. Fowkes's Letter, and Mr. Graham's Inſtructions, being approved by a Majority of the Board, they were tranſcribed, ſigned, and diſpatched accordingly.

" The Secretary lays before the Board the following Letter from the Maſter Attendant.

" To J. P. Auriol Eſquire.

" Sir,

" In Reply to your Letter of the 28th inſtant, you'll be pleaſed to acquaint the Governor General, that Two of the Pilot Schooners can be prepared in Ten Days to proceed to Chittagong, carrying ten Guns, 8 Four Pounders and 2 Two Pounders for the Quarter Deck, mann'd with 12 Europeans, 22 Laſcars: The only Impediment there is at preſent is the Want of Carriages for the Guns, which I will engage to have completed in the above Time, provided I have the Orders of the Board to make the Carriages in my own Yard.

" At this Seaſon of the Year, in all Probability, after the Schooners are prepared, they may reach Chittagong in Eight Days after they leave this River.

" I am, &c.

" Calcutta, (Signed) " H. Wedderburn,
31ſt December, 1776. Maſter Attendᵗ."

" Ordered, That the Maſter Attendant be directed to keep Two Sloops in Readineſs for further Orders.

" Ordered, That the Secretary enquire of the Secretary of the Board of Ordnance, if there be any Ship Carriages for Iron Guns of 4 and 2 Pound Shot, among the Company's Stores; and in caſe of there being none, that he direct the Maſter Attendant to furniſh an Eſtimate of the Coſt of making ſuch Carriages, and to receive further Orders concerning them. In the mean Time it is agreed, that the Governor General be deſired to write a Letter to the Raja of Arracan, complaining of the Depredations made by his Subjects on our Coaſt, and demanding immediate Reparation by the Puniſhment of the Offenders, and by the Releaſe of ſuch of the Inhabitants of Bengal as have been forcibly carried into his Country.

" Warren Haſtings.
Richᵈ Barwell.
P. Francis."

"Fort William, 13th January 1777.

"A RETURN of the Killed, Wounded, and Miſſing, of his Excellency the Vizier's Troops under the Command of Lieutenant Colonel Goddard, at the Siege of Selteny Fort, from the 23d to the 25th of December 1776.

ARTILLERY.

	Lt Firewks.		Havildars.		Golanders.		Laſcars.		Bildars.		Total.	
	Wounded.		Killed.	Wounded.	Killed.	Wounded.	Killed.	Wounded.	Killed.	Wounded.	Killed.	Wounded.
2d Company — —	1	–	–	–	–	1	–	–	–	–	–	2
3d Company — —	–	–	1	1	1	4	1	2	–	1	3	8
Total — —	1	–	1	1	1	5	1	2	–	1	3	10

INFANTRY.

		Captains.		Lieuts.		Subaders.		Jimedars.		Havildars.		Naicks.		Tom-toms.		Sepoys.		Golanders.		Laſcars.		Bildars.		Water-men.		Total.		Laſcars, &c. under the Quarter-maſter. Wounded.		Miſſing.	
		Wounded.			Wounded.	Killed.	Wounded.	Killed.	Wounded.	Killed.	Wounded.	Killed.	Wounded.	Killed.	Wounded.	Killed.	Wounded.	Killed.	Wounded.	Killed.	Wounded.	Killed.	Wounded.	Killed.	Wounded.	Killed.	Wounded.	Laſcars.	Bildars.	Coolies.	
2d Regimt.	1ſt Battalion —	1	–	–	–	–	2	–	1	1	2	1	3	–	3	5	23	–	–	–	–	–	3	–	1	7	39				
	2d Battalion —	–	–	–	–	–	2	1	1	1	–	–	1	–	–	5	19	1	2	1	5	–	–	–	1	9	31				
5th Do.	1ſt Battalion —	–	–	–	1	–	1	1	–	1	2	–	4	–	2	8	30	–	–	–	–	–	–	–	–	11	40				
	2d Battalion —	–	–	–	1	1	5	1	4	–	5	1	6	–	2	11	39	–	–	–	–	–	–	–	–	13	62				
	Total —	1	–	–	2	1	10	3	6	3	9	2	14	–	7	29	111	1	2	1	5	–	3	–	2	40	172	1	17	17	–

Lieut. Park, Secretary to Lieut. Colˡ Goddard, wounded, but not included in the above. One Subadar and One Sepoy of the 2d Battⁿ, 2d Regimᵗ, died of their Wounds the 26th inſtant. One Havildar and One Sepoy of the 1ſt Battⁿ do. do. the 27th inſtant.

Included in the above. { Captⁿ Lane, dead of his Wounds.
Lieutˢ Blacker, More, and Montague, } wounded.

(Signed) "Thoˢ Goddard,
Lᵗ Colonel commanding."

To the Honble. Warren Haſtings, &c.

" Honble. Sir and Sirs,

" In Obedience to your Commands of the 5th inſtant, I have paid into the Treaſury the Balance of the Caſh Account of the Garriſon Proviſion Stores in C^t R^s 46,305 8 3.

" I am much concerned to learn by the ſame Orders, that the Acc^{ts} I had given in of the Purchaſe, Sale, and Expenditure of that Service were not ſufficiently explicit. I have now the Honor to ſubmit a general Statement of the Whole, which I flatter myſelf will completely ſet forth every Part and the Whole at one View.

" The Sums ſtated under the Heads of Dacca, Patna, and Houghly, as the Amount purchaſed of the Stores received from thoſe Places in the general Statements, are not to be found in the Caſh Accounts, as theſe are alone confined to Diſburſements made at the Preſidency.

" A Total of theſe Articles purchaſed and ſold in Calcutta is made, without including the Articles of Arrack and Copper Chauldrons: Theſe Two Articles remain unliquidated in Store.

" The Total Amount Purchaſe agrees with the Caſh Account, allowing for the deficient Delivery of 1,097 30 Buzar M^{ds} of Doll, as explained in the Store Account, and a ſmall Error in the Calculation of the Firſt Caſh Account, which I have not altered, as I believe it has been already written off to Profit and Loſs in the General Books.

" Fully to ſtate the entire Loſs, I have added to each Article its reſpective Charge; although it is uſual to write off Charges General to Profit and Loſs.—I have not included Repairs of Golahs, as that ſhould rather have been a Diſburſement by the Engineer than the Store Keeper, and therefore cannot properly be included in the Stores.—The Charges upon decayed Timbers I have alſo excluded, as a ſeparate Charge only belonging to itſelf.—And, laſtly, the Amount of Servants Wages. This latter might have been run upon the Whole, but for clearer Information I have placed it, and the other Two above-mentioned Articles collectively at the Bottom, thereby completing the Column of Charges.

" The Amount Sales agrees with the Caſh Account, allowing for the Sales of 17½ Leagurs of Arrack, which, for Reaſons before-mentioned, are not inſerted in this Column.

" I have now had the Honor to lay before you,

" 1ſt. Caſh Accounts of Monies received and diſburſed.

" 2d. Store Accounts of Goods received and delivered. And,

" 3d. A general comparative Abſtract Statement, to check the Whole.

" From theſe Accounts, as they now ſtand, I hope every Point will appear fully explained; but ſhould any Thing yet remain unclear, I am anxious to add every Elucidation in my Power.

" Fort William,
8th December 1776.

" I have, &c.
(Signed) " Rich^d Johnſon."

" Note for the General Statement.

" The Waſtage of the Rice moſt probably exceeds what could be incurred upon an equal Quantity kept in Bulk. Wanting proper Magazines, it was judged expedient, while kept in Golahs that were conſtantly liable to Fire and other Accidents, to keep the Grain in Bags, to facilitate ſpeedy Removal. The Bag itſelf creates Weavels, by which Means this deſtructive Inſect is at once conveyed to every Part of the Grain, whereas, when in Bulk, the interior Parts remain long unaffected.

" The Damage of the other Articles of Grain was exceſſive, occaſioned by being lodged, for Want of proper Magazines, in Caſemates, below the Level of the Ground. They were frequently overflown upon the leaſt Stoppage of the circumjacent Drains. Add to this, the conſtant Vapour riſing from the Ground during Two ſucceſſive rainy Seaſons together, made it ſo muſty, as to render it barely vendible upon any Terms, or at any Rate.

" Biſcuit is an Article that muſt ever be a total Loſs, not only becauſe of its ſpeedy Decay, but alſo as being an Article of no Conſumption by any Set or Caſt of the Inhabitants whatever.

" The Waſtage of the Oil is alſo more conſiderable than it could have been without Accident. It was, according to the Cuſtom of the Country, ſunk into the Ground, to prevent the Weight of the Oil from burſting the Jarrs. The interior Part of a Baſtion was a Place where a large Number of the Jarrs were ſunk up to the Neck, with a ſmall Lid laying over each Jarr looſe, for the Purpoſe of daily Viſitation. Upon a heavy Fall of Rain, towards the latter Period of a rainy Seaſon, the Channel that ſhould have carried off the Water being choaked up, the Water lodged, and roſe above the Mouths of the Jarrs; in Conſequence of which, the Water being the heavier Body, ſunk into the Jarrs, and in equal Proportion threw off the Oil.

" The Waſtage of the Fire Wood is according to the uſual Rate, although it may appear large to whomſoever has not experienced it. The Purchaſe of every Article has its peculiar Cuſtom, which cannot be deviated from, without making up the Alteration to the Vendor by an enhanced Price, by which little or no Advantage might be obtained. The Cuſtom of Fire Wood is as follows: The Vendor brings his Boat (from whence it is always to be received) cloſe to the Shore, and throws the Wood, moſtly green, overboard into the ſhallow Water: Thus wetted and mudded, it is to be taken up, and immediately weighed on Shore. Too bulky an Article to be placed under Cover, it was ſtacked in the open Air, where, being expoſed to the conſtant Effect of the Sun, it was ſoon dried almoſt to the State of Touch Wood, ſo dry as to break in throwing down from the Stack to be weighed off upon Delivery of Sale. A Compariſon between ſuch oppoſite States, will eaſily reconcile the great Loſs by Waſtage.

" Salt Beef is an Article unuſed in the Country, but by the Marine, and that in ſuch ſmall Quantity, as to give little or no Aid to the Sales. The Soldiers of the Garriſon now and then bought ſmall retail Quantities at low Prices.

" Of the Arrack, a ſmall Quantity was begun to be ſold, but diſcontinued as a foreign Article not always procurable.—The Sales and Waſtage being but in Part, are not ſet off in the general Statement; that Head cannot be liquidated until delivered over, or totally expended, and the Leakage fully aſcertained.—About 21 Leaguers have hitherto been expended in occaſionally filling up ſuch Caſks as moſt required it.—I have applied to Mr. Nixon, the Company's Cooper, for his Opinion upon the Leakage of Arrack, and received it as follows: " The Leakage of new Spirit will be equal, at leaſt, to 16 per Cent. per Annum, for the firſt Two Years; after that, about 12 per Cent. per Annum." But, I believe, the Loſs of what is in Store will not be ſo great by much.

(Signed) " Richard Johnson."

“ Fort William, the 13th January 1777.

Fort William, the 13th January 1777.

Dr — The Honble. Company in Account with the Storekeeper of the Garrison Provisions for Fort William, for March 1772. — Cr

1772. March.	To 10,000 Mds fine Rice, at 31 Sr per A. Rupee		12,903 0 0	
	To 1,500 Do. Grain, at Mds per 1 12 —		2,625 0 0	
	To 5,000 Polly Paddy, at Ply 13 per 1 —		384 10 0	
	To 50 Mds Mustard Seed Oil, at Mds 1 per 13 —		650 0 0	
	To 500 Do. Biscuit, at 1 per 8 —		4,000 0 0	
	To 7096 Gunny Bags, at A. Rs 31 per 100 —		2,200 0 0	
	To 2500 Dunnage Matts, at 8 per 100 —		200 0 0	
	A. Rs —		22,962 10 0	
	Batta, 8 per Cent. —		1,837 8 6	
			24,800 2 6	
	To Charges on the above; viz.			
	Boat Hire — —	216 0 0		
	Cooley Hire — —	851 14 0		
	Packing, Weighing, Twine, &c.	57 6 0		
	Sircars and Peon's Wages and Victuals	45 0 0		
		1257 4 0		
	Batta, 8 per Cent. —	100 9 3		
			1,357 13 3	
				26,157 15 9
	To Stores for repairing the Golahs in the Fort; viz.			
	Wood Oil 1½ Mds, at 13 A. Rs per Md	19 8 0		
	Oakum 20 Sr, at 4 Do. —	2 0 0		
	Tar 2 Md, at 15 Do. —	30 0 0		
	Dammer, 2 15 Sr, at 6 Do. —	14 4 0		
	Nails, 15 Sr, at 18 Do. —	6 12 0		
	Oil, 10 Sr, at 12 Do. —	3 0 0		
	Twine, 7 at 7 Do.	49 0 0		
	Goram Sticks 420, at 1 8 per %	6 4 9		
	Matts 500, at 8 Do. —	40 0 0		
	Saul Timbers 1 —	4 0 0		
	Bamboes 450, at 16 per % —	72 0 0		
	Straw 8 Cawns, at 1 8 per Cawn	120 0 0		
	Sundry Posts 20, at 12 per Corge	12 0 0		
	Earthen Potts 13, Gurrahs 2, Covits and Paper ½	2 0 0		
	Teek Plank, 4 Rs per Foot —	4 0 0		
			383 12 9	
	To Charges on the above.			
	Casks, Bags, Duppers, Twine, &c.	6 0 0		
	Boat Hire — —	9 0 0		
	Cooley Hire — —	35 0 0		
			50 0 0	
	A. Rs —		433 12 9	
	Batta 8 per Cent. —		34 11 3	
				468 8 0
	Carried forward,			26,626 7 9

1772. March.	By Cash received from the Treasury in advance, Cr Rs —	10,000 0 0
	Carried forward, — —	10,000 0 0

" Fort William, the 13th January 1777.

Fort William, the 13th January 1777.

" The Honble. Company in Account with the Storekeeper of the Garriſon Proviſions of Fort William, for March 1772.

Dr			
	Brought forward, —	Ct Rs	26,626 7 9
1772.	To Cooley Hire for 46 Caſks of Salt Beef, at 1 8 per Caſk,	69 0 0	
March 12th.	To Do. removing Do. at 8 Do. —	23 0 0	
	To 100 Mds Stowage Wood for Do. at 25 per 8 Mds —	25 0 0	
		117 0 0	
	Batta, 8 per Cent. —	9 5 9	
			126 5 9
	To 6 Padlocks for Golahs, &c. at 1 8 —	9 0 0	
	To 9 Leaden Marks for Do. — —	6 0 0	
	To a Box for Muſters — —	2 0 0	
	To Jarrs for 50 Mds Oil — —	15 0 0	
	To 1700 Gunny Bags for the Grain from Patna, at 30 per Cent. — —	510 0 0	
		542 0 0	
	Batta, 8 per Cent. —	43 6 0	
			585 6 0
	To Cooley Hire for 1825 Bags of Rice, at 1½ Annas per Bag — — —	172 0 0	
	To packing, ſtowing, &c. for Do. —	9 12 0	
	To 1000 Mats for Dunnage for Do. at 8 per Cent.	80 0 0	
		261 12 0	
	Batta, 8 per Cent. —	21 0 0	
			282 12 0
30th.	To Servants Wages.		
	Storekeepers Allowance — —	50 0 0	
	3 Sircars — — —	50 0 0	
	10 Durwans — — —	30 0 0	
	3 Meters to clean Golahs, &c. — —	9 0 0	
	7 Weighman, at Ct Rs 7 8 — —	43 8 0	
	4 Peons to collect Coolies — —	16 0 0	
		198 8 0	
	Batta, 8 per Cent —	15 15 0	
			204 7 0
	Currt Rupees —		28,025 6 6

	Cr
Brought forward, — Currt Rupees	10,000 0 0
By Balance received from the Treaſury, as per Order, in Conſultation, 31ſt March	18,025 6 6
Currt Rupees — —	28,025 6 6

" Fort William, 31ſt March 1772.
E. E. (Signed) " John Cartier.
A true Copy. (Signed) " Richd Johnſon."

" Fort William, the 13th January 1777.

Fort William, the 13th January 1777.

Dr. " The Honble. Company in Account with the Storekeeper of the Garrison Provisions for Fort William. Cr.

Dr.	Rs.	As.	P.
To the Honble. Company's Cash.			
The Amount paid on the 16th instant to the Master Attendant, for 76 Casks of Beef, purchased by him, but placed to the Head of Garrison Provisions, Fort William, and omitted to be transferred by the Storekeeper — — —	4,222	12	9
To Purchases and Disbursements, as per Account Particulars hereunto annexed — —	2,37,335	2	9
Current Rupees —	2,41,577	15	6

Cr.				Rs.	As.	P.
1772. March.	By the Honble. Company's Cash.					
	The Amount paid on the 16th instant to the Master Attendant, for 46 Casks of Beef, purchased by him, but placed to the Debit of the Garrison Provisions for Fort William, and omitted to have been transferred by the Storekeeper —			4,222	12	9
	By Treasury.					
	Received from thence as follows; vizt.					
May.	By an Order of Council, dated	7th instant	18,000			
July.	By Do.	2d Do.	70,000			
Sept.	By Do.	1st Do.	25,000			
Octr.	By Do.	22d Do.	20,000			
Decr.	By Do.	3d Do.	47,250			
1773. Febry.	By Do.	20th Do.	20,000			
June	By Do.	Do.	20,790			
				2,21,400	0	0
				2,25,262	12	9
	Balance — —			16,315	2	9
	Current Rupees —			2,41,577	15	6

" Fort William, 30th April 1774.

Errors excepted.

(Signed) " Richd Johnson."

"Fort William, the 13th January 1771.

"Account of Purchaſes and Diſburſements made for the Garriſon Proviſion Stores for Ft William to the End of April 1774.

1179.	Rice 1772	Maunds	24,332	at 31		Sr ⅌ Rupee	31,396	2	0	
1180.	D° 1773		10,000	35		D°	11,428	12	0	
1179.	Wheat 1772		1,000	at 1	8	⅌ Md	1,500	0	0	
	Doll D°		3,787	1	5	⅌ D°	5,293	0	0	
	Tobacco D°		698	3	8	⅌ D°	2,425	8	0	
	Biſcuit 1773		1,000	8	0	⅌ D°	8,000	0	0	
	Beef	Caſks	113	80	0	⅌ Caſk	9,040	0	0	
	Arrack 1772	Leagures	203½	215	0	⅌ Leagr	43,752	8	0	
	D° 1773		350	180	0	⅌ D°	63,000	0	0	
1772.	Copper Chauldrons	Mt Mds	73½	80	0	⅌ Md	6,280	0	0	
1772.	Oil		801	10½	0	⅌ D°	8,410	8	0	
	Gunny Bags		30,300	276		⅌ %	8,181	0	0	
										1,98,707 6 0

Charges Merchandize.

Rice.—Matts for Dunnage, 60,26	450	11	6					
Jarool Planks for D° 320	237	9	6					
Boat-hire	213	4	9					
Cooley Hire upon 34,332 Mds	2,152	9	6					
Packing Twine, and Marking	108	9	9					
				3,162	13	0		
Wheat.								
Cooley Hire	69	12	6					
Packing Twine, and Marking	4	3	0					
				73	15	6		
Doll.—Cooley Hire	245	2	9					
Packing Twine, and Marking	9	14	0					
				255	9	0		
Tobacco.—Cooley Hire	155	12	3					
Biſcuit.								
Racks	125	11	0					
Matts	68	10	9					
Cooley Hire	208	14	6					
Bakers Charges on keeping the Godown heated	46	4	6					
				449	8	9		
Beef.—Cooper Charges	38	15	0					
Cooley Hire	502	9	0					
				540	15	9		
Arrack.								
Cooley Hire	1,728	4	0					
Ropes for tranſporting the Leagrs	7	9	3					
Tin Plates to ſecure Bungs	6	14	6					
Wooden Racks	295	1	3					
Cooperage	248	6	3					
				2,286	3	3		
Copper Chauldrons.								
Cooley Hire				38	15	9		
Oil.—Jars 51	331	11	3					
Dubbers	1	5	6					
Cooley Hire	187	9	6					
				520	10	3		
Carry over,				7,328	11	3	1,98,707	6 0

" Fort William, the 13th January 1777.

Brought over,		7,328 11 3	1,98,707 6 0
Gunny Bags. Cooley Hire		16 9 9	
Cooley Hire upon Saul Timbers received from Storekeeper, Works making into Piles, and collecting from different Parts of the Fort into the Railing	1,017 1 3		
D° for piling Firewood, and Tranſport from the Water-ſide	1,127 5 0		
		2,144 6 3	
Repairing Golahs	994 2 0		
Railing for Firewood	248 4 6		
Leaden Numbers and Padlocks	68 8 3		
Weighing Firewood	288 13 9		
Removing Paddy and Grain to repair the Caſemate they were in	241 1 6		
		1,840 14 0	
			11,485 13 3

Charges upon Stores from Dacca.

Rice.—Mats 1,000	81 0 0		
Cooley Hire	739 7 6		
Weighing	70 1 6		
Packing Twine, and Marking	67 3 6		
		957 12 6	
Oil.—Jarrs 40, including Tranſport	202 7 3		
Cooley Hire upon 557 Maunds	123 12 0		
11 Pipes	178 3 3		
Coopers Charges	22 0 0		
Weighing	9 2 3		
		535 8 9	
Jaerpaut. Cooley Hire, 168 Bundles	8 3 9		
Weighing	0 6 3		
		8 10 0	
Paddy.—Cooley Hire	11 12 3		
Weighing	0 10 0		
Packing Twine, and Marking	1 2 6		
		13 8 9	
Ghee.—Dubbers 141	95 2 6		
Cooley Hire	42 14 3		
Weighing	1 6 0		
		139 6 9	
Grain.—Cooley Hire upon 4,040 M^ds	279 2 9		
Packing and Marking	14 10 0		
Weighing	17 13 9		
		311 10 6	
			1,966 9 3

Charges upon Stores from Patna.

Peaſe and Boot. Cooley Hire upon 3,873 M^ds	321 1 9		
Weighing	16 10 3		
Packing, Twine, and Marking	13 12 3		
Carry forward,		351 8 3	2,12,169 12 6

Brought forward,		351 8 3	2,12,169 12 6
Wheat.			
Cooley Hire upon 3,224 M^{ds} —	308 5 9		
Packing Twine and Marking —	14 14 0		
Weighing — — —	21 14 0		
		345 1 9	
			696 10 0
Charges upon Stores from Houghly.			
Rice.—Cooley Hire upon 15,570 M^{ds} —	817 9 0		
Matts 4,600 — —	364 2 6		
Boat Hire for unloading the larger Boats	183 9 3		
Weighing — — —	57 3 0		
Packing — —	5 15 0		
		1,428 6 19	
Paddy.			
Dunnage 700 M^{ds} — —	217 6 6		
Wooden Meaſures 10 —	1 7 0		
Meaſuring and Weighing — —	56 7 0		
Cooley Hire — —	449 2 6		
		724 7 0	
			2,152 13 9
Servants Wages, from April 1772 to April 7 73, at 198 : 8, as particulariſed in Account N^{o} 1. being 12 Months, makes		2,382 0 0	
From D^{o} 1773, to D^{o} 1774, at D^{o} — —		2,382 0 0	
			4,764 0 0
		Arcot Rupees	2,19,773 4 3
		Batta, 8 per Cent.	17,581 14 6
		Current Rupees	2,37,355 2 - 9

" Fort William, 30th April 1774.

Errors excepted.

(Signed) " Rich^{d} Johnſon."

" Fort William, the 13th January 1777. " Fort William, the 13th January 1777.

Account of Stores received from the Collector of Houghly, and sold on Account of the Honourable Company.

1772.						1774.			
March 30th.	Rice Maunds		4,804	22	0	Sold, as per Caſh Account, Maunds	15,167	7	12
May 31ſt	Ditto	—	10,766	0	12	Waſtage	403	15	0
			15,570	22	12		15,570	22	12
March 21ſt.	Paddy	Pollies	56,442	0	0	Sold, as per Caſh Account, Pollies	54,343½	0	0
						Waſtage	2,098½	0	0
							56,442	0	0

" Fort William, 8th December 1776.
E. E.
(Signed) " Richard Johnſon."

" Fort William, the 13th January 1777. " Fort William, the 13th January 1777.

Account of Stores received from the Chief of Dacca, and sold on Account of the Honourable Company.

1772.	Rice —	Mds	15,546	25	4	1774. Sold —	Mds	14,364	37	0
							Waſtage	1,181	28	4
								15,546	25	4
	Oil — —	Mds	558	17	12	Sold —	—	294	16	0
							Waſtage	264	1	12
								558	17	12
	Grain — —	Mds	4,444	0	0	Sold —	—	4,348	19	0
							Waſtage	95	21	0
								4,444	0	0
	Ghee —	Mds	407	0	12	Sold —		335	10	12
							Waſtage	71	30	0
								407	0	12
	Paddy —	Mds	1737	0	0	Sold —	Pollies	1,674	0	0
							Waſtage	63	0	0
								1,737	0	0
	Taeſpaut —	Mds	98	18	7	Sold —	Mds	93	33	8
							Waſtage	4	24	12
								98	18	1

" Fort William, the 8th of December 1776.
E. E.
(Signed) " Richd Johnſon."

" Fort William, the 13th January 1777. Fort William, the 13th January 1777.

Account of Stores purchaſed by the Storekeeper of the Garriſon Proviſions, and ſold on Accot of the Honble. Company.

1772.	Rice — — —	Br Mds	45,351	17	8	1774.	Sold, as per Caſh Account, Br Mds —	40,837	3	15
							Waſtage —	4,514	13	9
								45,351	17	8
	Wheat, Buzar Mds 1,000 or —	Facty Mds	1,097	32	0		Sold — —	1,054	32	8
	Doll Accot B. No 2, expreſſes Br Mds. — 3787 0						Waſtage —	42	39	8
	Deduct a Parcel not delivered, becauſe of a Diſpute upon the Quality, which therefore remains to be brought to Credit 1079 30							1,097	32	0
	2707 10 or	Facty Mds	2,977	39	0		Sold — —	2,832	9	3
							Waſtage —	145	29	13
								2,977	39	0
	Grain Br Mds 15,000 —	Facty Mds	1,650	0	0		Sold — —	1,605	38	0
							Waſtage —	44	2	0
								1,650	0	0
	Paddy, Bazar Meaſure 5000 Pollies —		5,000	0	0		Sold — —	4,644	0	0
							Waſtage —	356	0	0
								5,000	0	0
	Tobacco —	Br Mds	1,049	17	9		Sold — —	898	30	14½
							Waſtage —	150	26	10½
								1,049	17	9
	Oil — —	Mds	957	24	0		Sold — —	525	18	12
							Waſtage —	432	5	4
								957	24	0
	Biſcuit — —	Mds	1,540	0	0		Sold — —	1,183	25	8
							Waſtage —	356	14	8
								1,500	0	0
	Beef — —	Caſks	159	0	0		Sold — Caſks 155 Spoilt 4	159	0	0
	Arrack — —	Leagrs	553½	0	0		Sold — Leagrs 17¾ In Store, deducting Leakage 535¾	553 ½		
	Firewood — —	Mds	79,294	0	0		Sold — 37,094 20 Waſtage 42,599 20	79,294	0	0

" Fort William, the 8th December 1776.

E. E.

(Signed) " Richd Johnſon."

" Fort William, the 13th January 1777.

" Fort William, the 13th January 1777.

Account of Stores received from the Chief of Patna, and ſold on Account of the Honourable Company.

1772.	Wheat	— Fy Mds	5,742	28	8	1774.	Sold — Facty Mds	5,332	20	8
							Waſtage —	410	8	0
								5,742	28	8
	Peaſe	— —	2,231	30	0		Sold — —	2,200	10	0
							Waſtage —	31	20	0
								2,231	30	0
	Boot Grain	—	2,028	26	8		Sold, as ℘ Caſh Acct C. Facty Mds —	1,858	21	8
							Waſtage —	170	5	0
								2,028	26	8

" Fort William, the 8th Decr 1776.
E. E.
(Signed) " Richd Johnſon."

"Fort William, the 13th January 1777.

"**GENERAL ABSTRACT STATEMENT** of Garriſon Proviſion Stores, Coſt, Sales, and Loſs.

	Quantity purchaſed.	Coſt.	Charges.	Total Coſt and Charges.	Waſtage.	Quantities ſold.	Amount of Sale.	Total Loſs.
Stores purchaſed at Calcutta.								
Rice — —	Mds 45,351 17 8	Cs Rs 61,606 14 0	4,466 3 9	66,073 1 9	Mds 4,514 13 9	Mds 40,837 3 4	Cs Rs 35,283 4 0	Cs Rs 30,789 13 9
Wheat — —	1,097 32 0	1,620 0 0	59 14 3	1,679 14 3	42 39 8	1,054 32 8	149 3 0	1,530 11 3
Doll — —	2,977 39 0	3,837 8 6	275 7 0	4,112 15 6	145 29 13	2,832 9 3	469 13 3	3,643 2 3
Grain — —	1,650 0 0	2,835 0 0	214 1 6	3,049 1 6	44 2 0	1,605 3 8	843 6 9	2,205 10 9
Paddy — —	Pols 5,000 0 0	415 6 3	31 5 9	446 12 0	Pols 356 0 0	Pols 4,644 0 0	149 2 6	297 9 6
Tobacco — —	Mds 1,049 17 9	3,947 15 6	168 3 6	4,116 3 0	Mds 150 26 10/4	Mds 898 34 14/2	1,797 8 9	2,318 10 3
Oil — —	957 24 0	10,994 2 6	631 8 3	11,625 10 9	432 5 4	525 18 12	4,860 9 6	6,765 1 3
Biſcuit — —	1,540 0 0	13,306 14 6	811 12 3	14,118 10 9	356 14 8	1,183 25 8	61 10 9	14,057 0 0
Beef — —	Caſks 159 0 0	13,986 0 0	710 10 0	14,696 10 0	Caſks 4 0 0	Caſks 155 0 0	5,212 13 0	9,483 13 0
Firewood — —	Mds 79,294 0 0	21,409 6 0	2,665 13 3	24,075 3 3	Mds 42,199 20 0	Mds 37,094 20 0	8,284 9 9	15,790 9 6
Gunny Bags — —	37,376 0 0	11,211 7 9	17 15 0	11,229 6 9	5,966 0 0	31,410 0 0	2,125 12 9	9,103 10 0
		1,45,170 11 0	10,052 14 6	1,55,223 9 6			59,237 14 0	95,985 11 6
Arrack — —	Soagrs 553/2	1,15,292 11 8	4,915 7 0	1,20,208 3 3				
Copper Chauldrons Weighing —	Mds 73/2	6,782 6 6	42 1 3	6,824 7 9				
		2,67,245 12 9	15,010 6 9	2,82,256 3 6				
Stores received from the Chief of Dacca.								
Rice — —	Mds 15,546 25 4	38,042 2 6	1,034 6 6	40,166 4 9	Mds 1,181 37 0	Mds 14,364 37 0	21,328 13 9	18,837 2 3
Oil — —	558 17 12		578 6 3		264 1 12	294 16 0		
Grain — —	4,444 0 0		336 9 3		95 21 0	4,348 19 0		
Ghee — —	407 0 12		550 9 3		75 30 0	335 10 12		
Paddy — —	Pols 1,737 0 0		14 10 3		Pols 63 0 0	Pols 1,674 0 0		
Taeſpaut — —	Mds 98 18 1		9 5 0		4 24 12	93 33 8		
Stores recd from the Collr at Hughly.								
Rice — —	Mds 15,570 22 12	28,634 1 9	1,542 11 0	30,959 3 0	Mds 403 15 0	Mds 15,167 7 12	13,652 0 9	17,307 2 3
Paddy — —	Pols 56,442 0 0		782 6 3		2,098 20 0	54,343 20 0		
Stores received from the Chief at Patna.								
Wheat — —	Mds 5,742 28 8	13,338 12 0	1,303 2 6	14,641 14 6	Mds 410 8 0	Mds 5,332 20 8	3,746 1 0	10,895 13 6
Peaſe — —	2,231 30 0				31 20 0	2,200 10 0		
Boot Grain — —	2,028 26 8				170 5 0	1,858 21 8		
	Currt Rups —	3,47,260 13 0	20,762 9 0	3,68,023 6 0		Currt Rups —	97,964 13 6	1,43,025 13 6
	Repairs of Golahs — —		2,657 7 3	15,469 0 9				
	Servants Wages — —		10,495 10 6					
	Charges Timber — —		2,315 15 0					
	Cs Rs —		36,231 10 0	3,83,492 6 9				

"Fort William, 8th December 1776.

E. E.

(Signed) "RICHD JOHNSON."

" Fort William, 13th January 1777.

Fort William, 13th January 1777.

" Dr The Honble. Company in Account with the Store Keeper of the Garrison Provisions for Fort William. Cr

To Balance last Account, dated 30th April 1774				16,315 2 9
To Purchases.		A. Rs		
Firewood	Mds 79,294 0 0	at 25 0 per Md	19,823 8 0	
Tobacco	351 17 9	at 3 8 per Do	1,230 1 6	
Oil	106 24 0	at 10 8 per Do	1,119 4 6	
Biscuit	40 0 0	at 8 0 per Do	320 0 0	
Rice	1,019 17 8	at 31 Sr per A. R	1,315 8 6	
			23,808 5 6	
Batta 8 per Cent.			1,904 10 9	25,713 0 3
To Charges.				
Repairs of Golahs			456 7 3	
Cooley Hire bringing and Stacking Firewood at R. A. 2 8 per ⁰⁄₀ Md A. R. per ⁰⁄₀ Md Trasporting upon	79,294 0 0	at 2 8	1982	
At Four Annas, Ditto Stacking			197 8 0	2,197 8 0
Cooperage upon 553 Leagrs of Arrack, daily visiting and scraping the Heads of the Casks, furnishing Iron Hoops, and wetting the Casks, &c. at 80 Rs per Md, for 24 Md			1,920 0 0	
Cooley Hire for removing and replacing the Arrack upon the Sinking of the Racks			345 2 0	
Storekeepers Allowance for Servants at 198½ Rs per Md for 24 Months			4,764 0 0	
			9,665 1 3	
Batta 8 per Cent.			773 3 3	10,438 4 6
				52,466 7 6
Balance in Hand				49,632 9 6
Current Rupees				1,02,099 1 0

	By Amount of Sales of Calcutta decayed and damaged Stores.		Md S		
1774.	Rice	Mds 40,837 3 15	at 1 10 pr Cr Rupee	35,283 4 0	
	Wheat	1,054 32 8	at 2 3 pr Maund	149 3 9	
1775.	Doll	2,832 26 8	at 3 1 pr Do	469 13 3	
			C. Rs		
1774.	Oil	525 38 12	at 9 4 0 pr Do	4,869 9 6	
	Firewood	37,094 20 0	at 22 4 5 pr ⁰⁄₀ Do	8,284 9 9	
	Biscuit	1,583 25 0	at 10 0 0 pr Md	65 10 9	
	Gunny Bags	Ps 31,410 0 0	at 6 12 3 pr ⁰⁄₀	2,125 12 9	
	Tobacco	898 30 14½	at 2 0 0 pr Md	1,797 8 9	
	Paddy 4,644 Polls or Mds	475 31 8	at 0 5 0 pr Md	149 2 6	
	Beef	Casks 153 0 0	at 34 1 2 pr Cask	5,212 13 0	
1773.	Arrack	Leagrs 17¼ 0 0	at 238 8 0 pr Lr	4,134 3 6	
	Grain	Mds 1,605 38 0	at 8 5 0 pr Md	843 6 9	63,372 1 6
	Dacca decayed and damaged Stores.				
1774.	Rice	Mds 14,364 37 0	—	11,571 3 0	
1773.	Paddy Polls 1674, or Mds	181 30 0	at 0 5 0 pr Md	56 12 9	
	Grain	4,384 19 0	at 0 13 0 pr Do	3,578 6 9	
1774.	Oil	294 1 0	at 9 4 0 pr Do	2,719 12 9	
	Ghee	335 10 12	at 9 8 0 pr Do	3,185 0 9	
	Taespaut	93 33 8	at 2 0 0 pr Do	187 10 9	
	Gunny Bags	30 0 0	0 0 0	30 0 0	21,328 15 9
	Patna decayed and damaged Stores.				
1774.	Wheat	Mds 5,332 0 0	at 4 3 0 pr Md	1,416 5 0	
1773.	Grain	1,858 21 8	at 0 0 0	857 2 6	
1774.	Pease	2,200 10 0	—	1,194 10 0	
	Gunny Bags	—	—	277 15 6	3,746 1 0
	Houghly decayed and damaged Stores.				
1774.	Rice	Mds 15,001	—	10,159 1 0	
1775.	Paddy	5,569	—	2,421 4 3	
1774.	Gunny Bags	—	—	1,071 11 6	13,652 0 9
				Currt Rupees	1,02,099 1 0

" Fort William, 30th April 1776.
B. E.
(Signed) " Richd Johnson."

Read, alſo, from the ſame Book, the following Extract of a Conſultation of the 16th January 1777.

" Fort William, the 16th January 1777.

Secret Depᵗ. Thurſday.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Lieutenant General John Clavering;
Richard Barwell, } Eſquires.
Philip Francis, }

" Read, and approved the Proceedings of the 13th inſtant.

" The Secretary having referred to the Conſultations for the Appointment of Mr. Johnſon to the Office of Agent Victualler, according to the Orders of the Board laſt Council Day, ſent round the following Report.

Secretary's Report.

" Having carefully referred to the Records in my Office for the Appointment of Mr. Johnſon to the Poſt of Agent for the Supplies of Victualling Stores to the Garriſon, I beg Leave to acquaint the Board, that no ſuch Appointment appears on the Conſultations. The only Proceedings of the Board reſpecting a Supply to the Fort, before the late Minutes on that Subject, I have extracted, and take the Liberty to circulate with this.

(Signed) " J. P. Auriol, Secry. (a)

(Signed at the End of the Conſultation)
" Warren Haſtings,
Richᵈ Barwell,
P. Francis."

Read, a further Extract from the ſame Book, and ſame Conſultation, as follows:

" It having been agreed to appoint Mr. John Belli to the Poſt of Agent for the Supply of Victualling Stores to the Garriſon of Fort William, his Appointment was accordingly ſignified to him, and iſſued in General Orders." (b)

The Managers for the Commons ſtated, they ſhould next read ſome Paragraphs of a Letter from the Court of Directors to the Governor General and Council, to prove that They condemned this Agency, and called upon Mr. Haſtings to perform his Engagement, that if the Court of Directors diſapproved of the extraordinary Profits allotted to the Agents, above the Merchants Report, Reſtitution ſhould be immediately made.

Read, from Book 221, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council of Fort William, in Bengal, dated London, 28th (c) Dec. 1778, beginning at Page 593 of the ſame Book.

107. " In your Plan for victualling the New Fort, we obſerve the Stores are to be furniſhed by the Agent at the Bazar or Market Price, and changed at his Expence, ſo often as ſhall be found neceſſary. They are to be purchaſed with the Company's Advances, and the Agent is to be allowed a Commiſſion or per Centage for Loſſes which may be occaſioned by Decay, Waſtage, and Variation of the Markets; and alſo for Servants Wages and other Expences.

108. " In order to aſcertain what Sum would be a reaſonable Compenſation for the Agent, you very properly agree to conſult the principal Merchants of Calcutta on the Subject.

109. " The Perſons conſulted were Mr. John Robinſon, Mr. Charles Croftes, and Mr. David Kellican. They report 12 ⅌ Cent. as a Compenſation for Loſs by Decay, Waſtage, and Variation of Markets; 5 ⅌ Cent. for the Agent's Trouble; and 3 ⅌ Cent. for Cooley Hire, Servants Wages, and Charges of that Nature, amounting in the Whole to 20 ⅌ Cent. upon the Prime Coſt of Stores to be provided.

110. " In the Governor General's Minute reſpecting the Coſt and Expenditure of Stores, it is ſtated that a Loſs has been ſuſtained of 45 ⅌ Cent. ⅌ Annum for Two Years; the Governor General therefore concludes that an Allowance of 20 ⅌ Cent. would neither afford the Agent the ſmalleſt Encouragement, nor even the Proſpect of an Indemnification for Loſſes which might be ſuſtained in periſhable Stores. He therefore moves, that 30 ⅌ Cent. ⅌ Annum be allowed upon all Stores to be provided by the Agent.

(a) Vide Appendix, Nº CCVI.

(b) Vide Appendix, Ibid.

(c) At the Beginning of this Letter is the following Memorandum:
" Dated 23d Decʳ 1778.
Per Norfolk.
Fox.
Genˡ Barker.
Earl Talbot."
But at the End of the Letter it is dated the 28th Dec. 1778. Vide infra, P. 1438.

111. "Mr. Barwell ſays the Opinion of Merchants cannot be oppoſed to Facts; and that as the Loſs ſuſtained had been 90 ℘ Cent. in Two Years (or 45 ℘ Cent. ℘ Annum) he gives his Aſſent to the Governor General's Propoſal for 30 ℘ Cent. per Annum. But if the Company's Intereſt had been duly regarded by the Governor General and Mr. Barwell, they muſt have obſerved, that the exceſſive Loſs of Grain upon which their Eſtimate was calculated, had been occaſioned by the Want of proper Magazines, and by other Circumſtances eaſy to be remedied or corrected, and therefore ought not to have been urged as Arguments for granting 30 ℘ Cent. inſtead of 20 ℘ Cent. Commiſſion, in direct Oppoſition to a Report made at your own Requeſt by the moſt reſpectable Merchants in Calcutta, who, doubtleſs, would have gladly taken the Contract upon the Terms of their own Propoſitions.

112. "As the Idea of taking the Opinions of Merchants originated with Mr. Francis, we find he reſolved to abide by their Opinion.

113. "General Clavering has juſtly objected to the immenſe Profits of the Agent. He eſtimates the Amount of Proviſions for the Fort at Three Lacks of Rupees, and of Courſe the Agency at Rupees 90,000.

114. "And beſides the Commiſſion to be paid by the Company, the General obſerves, that Merchants calculate upon a Profit being gained from 15 to 25 ℘ Cent. on Proviſions brought from the Country to Calcutta; he therefore concludes, that the Agent may ſecure an additional Profit of 20 ℘ Cent. on that Account, which, added to his Commiſſion, renders the total Rupees 1,50,000 on the firſt Half Year's Delivery of Stores.

115. "The Mode of the Agent's Appointment was alſo objected to by General Clavering. The Perſon propoſed by the Governor General was Mr. Belli, his private Secretary. The General reminds the Board of the Company's Order, that Contracts ſhould be advertized; had this Mode been purſued, the Governor General's Secretary could only have obtained the Agency on the loweſt Terms. The Governor General objected to advertizing, leſt the World ſhould know what Proviſion was made for Defence of the Fort. This Reaſoning the General reprobates, becauſe, ſuppoſing it publickly known that Four Months Proviſions were ſafe in the Fort, it would diſcourage an Enemy rather than invite them to attack the Place.

116. "In anſwer to the General's Obſervations, the Governor General has pledged himſelf, that, if required by the Court of Directors, the Profits ariſing from the Agency ſhall be paid into the Company's Treaſury, and appropriated as the Court ſhall direct.

117. "On this View of Facts we deem it equitable, that the Amount paid or to be paid to Mr. Belli by the Company for Agency, be reduced to 20 ℘ Cent. which Sums, for the Reaſons above-mentioned, muſt be conſidered as an ample Compenſation for his Trouble, Riſk, Loſs, and all Expences whatever.

118. "It is therefore our poſitive Order, that, according to the Engagement of the Governor General, the Agent's Accounts be forthwith laid before your Board, and that the Commiſſion paid or to be paid to Mr. Belli on thoſe Accounts, be reduced to 20 ℘ Cent. and likewiſe that the ſaid Commiſſion be calculated upon the Prime Coſts of Proviſions furniſhed, and not upon the Bazar Price at Calcutta.

(Signed at the End of the Letter)

" Rd Hall, G. Wombwell,
Wm Milles junr, Wm James,
J. Stables, L. Sulivan,
Thos Cheap, Jno Woodhouſe,
W. Devaynes, Jno Michie,
W. G. Freeman, Joſeph Sparkes,
Robt Gregory, John Roberts,
John Smith, H. Fletcher,
Samuel Peach."

London,
the 28th Dec. 1778 (a).

Read, from Book 213, already delivered in, the following Extract of a Conſultation of the 24th February 1780, beginning at Page 311 of the ſame Book.

☞ [Fort William, 24th February 1780.

" At a Council; Preſent,
The Honble. Warren Haſtings, Govr Genl, Preſident;
Philip Francis, } Eſquires.
Edward Wheler, }
Mr. Barwell indiſpoſed.]

§ (" Read, the following Letter and Incloſure from Mr. Belli.

Mr. Belli.

" Sir,

" Herewith I ſend you my Account of the Agency, ſhewing the Amount of the Payments " made to me, both of the Stores delivered into Garriſon, and for Commiſſion on the Amount " Purchaſe thereof, for the Purpoſe of changing the Stores, and making up the Waſtage, Driage,

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(a) Vide ſupra, Page 1437, Note (c).

“ Leakage, &c. of them; exhibiting alſo the Amount of the actual Coſt of the Stores, together
“ with the Loſſes and Expences incurred in the Execution of this Buſineſs to the preſent Time,
“ and the Balance or apparent Profit ariſing therefrom. By this it will appear that the Balance
“ or Profit, to the preſent Time, amounts to Current Rupees 1,52,290 8 6; but from this Sum
“ muſt be deducted a Loſs (which I have not ſtruck off from the apparent Balance of Profit in
“ the Account, as it can only be aſcertained at preſent by Eſtimate) of about 50,000 Rupees
“ for Loſſes, Charges of Merchandize, Cooly Hire, &c. which will be incurred by the Re-
“ moval of ſeveral of the Stores now in Garriſon, and replacing new in their Room, which freſh
“ Lodgments I am preparing to make, and ſhall commence the Delivery of them the Inſtant that
“ the new Granaries are completed; which, when delivered, my actual Profits, in the Courſe of
“ Three Years, will amount to no more than Current Rupees 1,02,000, a Sum ſo conſiderably
“ ſhort of that which the Honble. Court of Directors imagined I ſhould make on a Commiſſion
“ of 20 ℔ Cent. only, that it ſcarcely deſerves a Comment on my Ability to return any Parts of
“ the Profits I have received, or on the Poſſibility of my undertaking the Management of this
“ Buſineſs for leſs than the Conditions to which I am bound. Yet for the further Satiſfaction of
“ the Board, I beg Leave to trouble you with the following Repreſentations.

“ You will obſerve, Sir, that, in the actual Coſt of the Stores, they were provided ſomewhat at
“ a cheaper Rate than the Prices allowed me by the Company; but it might have happened that I
“ ſhould have been under the Neceſſity of making theſe Purchaſes at a Rate conſiderably above
“ the ſtated Prices to which I am confined to deliver at; and, as a Proof of the Fluctuation of the
“ Markets, Oil and Ghee are now 25 ℔ Cent. dearer than the Prices allowed me for thoſe Articles.

“ I requeſt alſo, Sir, that you will be pleaſed to remark to the Honble. Board, that had there
“ happened a Scarcity of Grain I ſhould have got little or nothing for my Labour; that many of
“ the Advantages which I have hitherto met are of a very precarious Nature, and that ſome of
“ the Advantages have wholly ceaſed; for Inſtance, the Advantage gained on the original Pur-
“ chaſe of the Stores lodged, is a Source of Profit which ceaſes with every particular Lodgment
“ made; that the Advantages which I have hitherto met with, in the Diſpoſal of the Salt Pro-
“ viſions on Hand, which I have annually, after changing thoſe in Garriſon, may not again
“ happen, in which Caſe my Loſſes on them would be very heavy.

“ I am liable to many Loſſes, and my Riſks are more than common; for a Seaſon of Plenty,
“ when I muſt ſell, or of Scarcity, when I make my new Purchaſes, may equally prove my Loſs;
“ and, if an extraordinary Degree, my Ruin.

“ Under theſe Conſiderations it would have been Madneſs in me had I ventured to have con-
“ tracted for the Execution of this Buſineſs, with the Knowledge I have of it, under the Rate at
“ which I hold my preſent Commiſſion, as I could not have held an Expectation of being bene-
“ fited by it in caſe of Accidents. And here, Sir, I beg Leave to recapitulate a Paſſage in my
“ former Letters on this Subject; viz. ‘ That as the Profits of my Agency, which I have now
“ held near Three Years, with a Commiſſion of 30 ℔ Cent. have fallen ſo ſhort of what the
“ Honourable the Court of Directors imagined they would have been at 20 ℔ Cent. only;’ and
“ have aſſented to my retaining my Commiſſion at 20 ℔ Cent. it could never be their Intention,
“ under ſuch Circumſtances, that I ſhould either refund the Profits I have received, or thoſe
“ which I am to receive ſhall be diminiſhed.

“ I have the Honor, &c.

(Signed) “ John Belli.”)

☞ [" Dr The Agent Victualer* for the Garriſon of Fort William, in Account with the Honble. Company. Cr

To Caſh received at different Times from the Honble. Company's Treaſury, in Payment for the Stores delivered in the Garriſon of Fort William, amounting to C. Rs — —	383,088	5	2	By victualing * Stores, for the Amount of the actual Coſt of ſundry Articles purchaſed and delivered into the Garriſon of Fort William, amounting to C. Rs —	353,977	14	1
To Do. received from Do. on Account of Commiſſion on the Ammount * of the different Bills for victualing * Stores delivered into the Garriſon of Fort William, for keeping the ſaid Stores in good Condition, amounting to Current Rupees — —	267,987	12	4	Profit and Loſs, the Difference of this Account, being the actual Loſſes ſuſtained on changing, &c. the different Articles of Stores, during the Courſe of this Buſineſs, C. Rs — —	40,338	15	11
					394,316	14	0
				By contingent Charges for ſundry Expences attending the Execution of the Buſineſs, from the Commencement to the 31ſt January 1780, amounting to C. Rs —	104,468	11	0
					498,785	9	0
				By apparent Profit to the preſent Time —	152,290	8	6
Current Rupees —	651,076	1	6	Current Rupees —	651,076	1	6

" Fort William, the 31ſt January 1780.

Errors excepted.

(Signed) " John Belli."

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* Sic in Orig.

* Sic in Orig.

* Sic in Orig.

* Sic in Orig.

" Governor General.—The Court of Directors, adopting the Computation of the late Commander in Chief, have ſtated the Commiſſion on the Agency as a clear and certain Profit of 30 per Cent per Annum, on the original Amount, according to the Table of Rates, added to a probable Gain of 20 per Cent. on the Amount on the Firſt Purchaſe; and have made theſe the Grounds of their Order for reducing the Commiſſion from 30 to 20 per Cent.

" The Effect of this Order applied to their profeſſed Intentions and Explanation of it, and to the actual State of the Agency, will beſt appear from the following State of it."

" Agent for providing the Garriſon Victualling Stores his Account of the Profit, according to the Orders of the Court of Directors.

Dr		Cr		
To Caſh received from the Honble. Company for the Firſt Delivery of Stores —	300,000 0 0	By Stores Prime Coaſt * — —		3,00,000 0 0 * Sic in Orig.
To the Reduction of Commiſſion ordered from 30 to 20 per Cent; that is to ſay, of 10 per Cent. per Annum, for 3 Years —	90,000 0 0	† By Profit on the above, eſtimated at 20 per Cent. — —	60,000 0 0	
		By Commiſſion 30 per Cent. —	90,000 0 0	
	3,90,000 0 0			
Profit allowed to the Agent in the Courſe of 3 Years — —	2,40,000 0 0	Firſt Year's Profit, as ſtated by the Court of Directors in the 114th Paragraph of the General Letter of the 23d December 1779 — —		1,50,000 0 0
		By Commiſſion on the 2 ſucceeding Years —		180,000 0 0
				6,30,000 0 0

“ Governor General. —— † There is a Perplexity and Inaccuracy in this Mode of Computation, as it ſtates a much greater Profit than 20 per Cent. To render it correct, the prime coſt ought to be ſtated at 2,50,000, and the Profit on this Sum, calculated at 20 per Cent. 50,000, making the Whole 3,00,000. But as the Court of Directors have followed the original Error, and formed their Concluſions upon it, it is clear that the Amount produced by this Computation, was the Profit which they propoſed to allow to the Agent, after the Deduction of 10 per Cent. from his Commiſſion, and I have therefore retained it.

“ From this Account, it appears to have been the Intention of the Court of Directors, to allow the Agent a Profit of 2,40,000 Rupees to the preſent Time; but his actual Profits, unaffected by their late Order, are no more than 1,02,290 Rupees, which is leſs than their preſent Sum by Rupees 1,39,710; and if it be inſiſted, that the Letter of their Orders ſhall be fulfilled, in Oppoſition to the manifeſt and declared Spirit of them, his Profits will be reduced to the ſcanty Sum of 10,290 Rupees, or 3,400 Rupees a Year for his Riſks, on a Capital of 3,53,977, which is leſs than One per Cent.

“ I therefore offer it as my Opinion, and move, that this Subject be again referred, with theſe Explanations, to the Honourable the Court of Directors, with the Letter of the Agent recorded on this Day's Proceedings, and that they be made a Number in the Packet.

(Signed) “ Warren Haſtings.”

“ Agreed, That this Subject be again referred to the Honourable the Court of Directors; and that the foregoing Letter and Account, with the Governor General's Explanation thereof, be ſent Numbers in the Packets, by the Swallow, for their Information.”]

(Signed at the End of the Conſultation)

“ Warren Haſtings,
P. Francis,
Edwᵈ Wheler.”

Read, from Book 25, already delivered in, the following Extract of a Letter from the Governor General and Council at Fort William to the Court of Directors, dated Fort William, the 14th of January 1780.

65. “ Previous to the Receipt of your Commands of the 23d December 1778, we had converted the Plan of Mr. Belli's Agency, for keeping up a conſtant Supply of victualling Stores in Fort William for the Uſe of a Siege, into a Contract, and entered into written Engagements with him to continue the ſame for Five Years: We nevertheleſs communicated to him your Orders for reſtricting the Commiſſion upon his Purchaſes to 20 inſtead of 30 per Cent. and for preparing Accounts of his actual Diſburſements to be laid before us. By his Anſwer he avers, that the full Advantages of his Office have fallen far ſhort of the Computation made of what they would have amounted to at the Allowance of only 20 per Cent.; yet, as he has promiſed to deliver in his Accounts, which we expect will ſhortly come before us, we forbear to make any Remarks upon his Caſe, or to take further Meaſures with him for the preſent.

(Signed at the End of the Letter)

“ Warren Haſtings,
P. Francis,
Edwᵈ Wheler.”

Read, from Book 430, already delivered in, the following Extract of a Conſultation of the 17th Auguſt 1779, beginning at Page 289 of the ſame Book.

“ Fort William, 17 Auguſt 1779.

Milʸ. Dept.

Depot of Proviſions for Fort William.

(No Preſents.)

“ In Circulation.

“ Extract * Proceedings of the Governor General and Council of the 9th of Auguſt 79, reſpecting the Depot of Proviſions for Fort William, viz.

* Sic in Orig.

“ Sir Eyre Coote. —— I approve of the Depot of Proviſions, and Regulations reſpecting its being kept up.”

“ Governor General. —— Having received frequent Remonſtrances from the Agent of this Depot, concerning the heavy Loſſes and Inconveniences to which he is ſubjected by the preſent indefinite Term of his Agency, which obliges him to purchaſe the different Articles of the Stores at the current Prices of the Markets, and in ſuch Quantities as are ſpecified in the preſcribed Liſts, which, in Times of Scarcity, can neither be procured of equal Qualities as in Seaſons of Plenty, nor without an Increaſe in the Price, ſometimes even greatly exceeding the Rates preſcribed in the Table formed by the Board. The Governor General recommends that the Agency be converted into a Contract, and be fixed for the Term of Five Years. The Governor General deſires

* Sic in Orig. deſires his Motion to be inſerted in this Place; but, to prevent any Delay * paſſing the Reſolutions required by the Subjects expreſsly ſubmitted to the Board by the Commander in Chief in his Minute, he deſires that the Opinion of the Board may be received upon it in Circulation.

" Sir Eyre Coote. —— I intirely concur in the Motion of the Governor General; as I am clear
that a Contractor can act cheaper, and of courſe perform the Service better, by having his Con-
† Sic in Orig. tract for a Series of Years, than for One only, when his Profits muſt be immence†, even bear‡ him
‡ Sic in Orig. harmleſs, and much more to ſecure him a Profit; and this is better known than I do‖, by Members
‖ Sic in Orig. of this Board, to be the general Practice in Europe.

" However, had I not theſe fundamental Principles to induce me to ſupport the Governor General's Motion, I ſhould ſtill moſt heartily join in it, from the long Knowledge I have of the Merits of Mr. Belli, whoſe Abilities, Honour, and Integrity I know to be equal to any Charge that Government can confer upon him, and which I am confident he will execute with as much Advantage to his Employers as Credit to himſelf and thoſe who place him in it.

" Mr. Francis. —— Every Objection urged againſt diſpoſing of the Bullock Contract for Five Years, in the Manner propoſed, in my Opinion lies with greater Force againſt this Propoſition; both of them ſtand in direct Contradiction to the 36th Article of the Company's Inſtructions to this Board, in which it is ordered, that all Contracts, with the Conditions, be publicly advertiſed, and ſealed Propoſals received for the ſame, &c.

" The Buſineſs of ſupplying the Fort with Stores has hitherto been performed by Agency, and this Mode was expreſsly choſen by the Governor General himſelf, becauſe an Advertiſement for a Contract for ſuch Stores would be improper; it would be to tell the World what Proviſion was made for the Defence of the Garriſon. See Conſultation 4th November 1776.

" The Governor General now repreſents, that he has received frequent Remonſtrances from the Agent for this Depot, concerning the heavy Loſſes and Inconveniences to which he is ſubjected by the preſent indefinite Term of his Agency; and on this Ground recommends that it may be converted into a Contract, and be fixed for the Term of Five Years.

" It is natural enough, that the Agent, after enjoying the moſt profitable Employment that I believe ever exiſted under this Government, ſince January 1777, without any public Complaint of thoſe heavy Loſſes and Inconveniences againſt which he now remonſtrates, ſhould wiſh to have it ſecured to him for Five Years longer. It is alſo very natural, that, at the approaching Expiration of this Government, he ſhould feel ſome Apprehenſions for the Fate of his Agency under a new one, and that he ſhould uſe his Intereſt with a Majority of the Board, if poſſible, to put it out of the Power of their Succeſſors to reduce his immoderate Profits, or to make any new Arrangement for the public Service in this important Department. But when he affirms, that he has ſuffered heavy Loſſes and Inconveniences by the indefinite Term of his Agency, ſo extraordinary a Propoſition ought to have been accompanied with ſomething like a Proof; nothing leſs than it's being brought before us by the principal Member of the Board, could induce me to give it a ſerious Conſideration.

" In Oppoſition to it I ſhall ſtate ſome Facts which I believe will ſet the Matter in a clear Light.

" 1ſt. The Amount of the Proviſions ſupplied by the Agent, ſince the Commencement of his Agency, is C^{t} R^{s} 3,70,252, prime Coſt, as ⅌ Account annexed. This Sum is advanced to him by Government as faſt as his Supplies are purchaſed, conſequently he has not been ſubject to any Diſtreſs or Difficulty to raiſe Money. He loſes nothing on the Head of Intereſt, and if he is not very careleſs or unſkilful in his Management, he ought to have been a conſiderable Gainer on the original Purchaſe of the ſeveral Articles, independant of the Profits he may make by the occaſional Converſion of the Stores at favourable Opportunities.

" He has the Favour and Protection of Government to ſupport him in his Purchaſes, which in this Country is no ſmall Advantage. He buys great Quantities at a Time, and at what Seaſon he pleaſes, and is paid at the Average Rate fixt by the Bazar Price of ſmall Quantities; that is, he buys in groſs and in effect ſells in retail; and laſtly, he trades with a Stock purchaſed for him with the public Money.

" 2d. To ſecure the Agent however againſt all poſſible Loſſes, to enable him to keep a conſtant Stock, and to reward him for his Trouble, it was originally agreed to take the Opinion of three of the moſt reſpectable Merchants in Calcutta, what might be a reaſonable Commiſſion on the Value of the Supplies to anſwer all the above Purpoſes; and Meſſrs Robiſon, Killican, and Croftes, who were conſulted on this Occaſion, reported that Twenty ⅌ Cent. ⅌ Annum would be a reaſonable
* Secret Conſultations, 1777. * Commiſſion.

" It was reſolved nevertheleſs by the Governor General and Mr. Barwell, againſt General Clavering's Opinion and mine, that 30 ⅌ Cent. ⅌ Annum ſhould be allowed.

" 3d. The Commiſſion already drawn by the Agent, on a Supply of C^{t} R^{s} 3,70,252, amounts to C^{t} R^{s} 2,29,912, that is, ſince the 10th of March 1777. His annual Commiſſion on the above Sum amounts to C^{t} R^{s} 1,11,075, yet he complains that he ſuffers heavy Loſſes and Inconveniencies, by the indefinite Term of his Agency.

" Nothing more I imagine need be ſaid to demonſtrate the Unreaſonableneſs and Inexpediency of any Meaſure tending to continue the Agency on its preſent Footing. But, independant of all other Objections, I object to the propoſed Contract, as to an Act exceeding the Limits of our lawful Authority.

" If it be in the Power of a Majority of this Board, at the Moment of their own Diſſolution, to bind their Succeſſors by Engagements for any Term they think proper, and to diſable them from correcting any exiſting Abuſe, it will be in vain for the Company, or Parliament, to change the Adminiſtrations of the Company's Affairs in this Country, and to veſt it in other Hands.

" That Queſtion however, if I continue in the Government, ſhall be tried on Behalf of the Company, and if it be in my Power, the exorbitant Profits of this Agency, in whatever Shape it may be continued, ſhall be reduced. In the mean Time I proteſt againſt the Propoſition, and will not ſign the Contract."

" A State of the Amount of Stores lodged in the Garriſon of Fort William by the Agent Victualler, with the Amount of Commiſſion drawn thereon by him, for keeping up the Supplies in good Order and Condition.

				Rs	As	Ps	Rs	As	Ps
One Bill for ſundry victualling Stores, dated 10th March 1777, for — —	71,923	9	5						
One Ditto——11th April — —	45,549	2	6						
One Ditto——4th May — —	32,758	12	3						
				1,50,231	8	2			
Commiſſion on Do. 30 ⅌ Cent. — —				45,069	7	0			
							1,95,300	15	2
One Do.——27th June 1777 — —				27,329	4	9			
Commiſſion on Do. 30 Do. — —				8,198	12	7			
							35,528	1	4
One Do.——4th October 1777 — —				27,936	0	8			
Commiſſion on Do. 30 Do. — —				8,380	12	10			
							36,316	13	6
One Do.——30th November 1777 — —				40,393	1	3			
Commiſſion on Do. 30 Do. — —				12,117	14	9			
							52,511	0	0
One Do.——30th April 1778 — —				31,574	13	9			
Commiſſion on Do. 30 Do. — —				9,472	7	3			
							41,047	5	0
One Do.——4th November 1778 — —				27,243	10	9			
Commiſſion on Do. 30 Do. — —				8,173	1	1			
							35,416	11	10
One Do.——21ſt January 1779 — —				33,378	1	2			
Commiſſion on Do. 30 Do. — —				10,013	6	10			
							43,391	8	0
One Do.——7th April 1779 — —				32,166	4	5			
Commiſſion on Do. 30 Do. — —				9,649	14	1			
							41,816	2	6

Commiſſion charged as follows on the undermentioned Sums, ſtated above for preſerving in good Condition the Articles which compoſe their Amount.

On 150328	8	2	from 30th April 1778 to the 1ſt May 1779,	45,069	7	0			
27329	4	9	from the 27th June 1778 to 27th June 1779,	8,198	12	7			
27936	8	0	from the 4th Octr 1778 to the 4th Octr 1779,	8,380	12	10			
40393	1	3	from 30th Novr 1778 to the 30th Novr 1779,	12,117	14	9			
150231	8	2	from the 30th April 1779 to the 1ſt May 1780,	45,069	7	0			
							1,18,836	6	2
			Current Rupees				6,00,164	15	6

" N. B. The above Account ſtates the Amount of Stores ſupplied, and Commiſſion drawn thereon, as by the Bills and Accounts current of the Agent, and by ſuch Payments from the Treaſury as appear to be ſpecifically ſtated. This Explanation has been thought neceſſary, as ſome of the Payments entered in the Treaſury Account refer only to an Order of Council, none of the Particulars of which are mentioned, by which Means the Correſpondence between the Sums ſo charged to have been paid by the Agent Victualler, and the Particulars entered in his Accounts, does not in each Inſtance appear, wherefore it became neceſſary to rely chiefly on the Correctneſs of the latter in ſtating the foregoing Account.

Errors excepted.

Fort William, Accompt Genls.
Office, 14th Auguſt 1779.

(Signed) " Jas Miller, Acting
Accompt Genl."

“ Mr. Barwell.—I have read with Attention the Diſſent and Proteſt of Mr. Francis to the Meaſure for continuing the Supply of victualling Stores with Mr. Belli, the preſent Agent who furniſhes theſe Stores.—The Principle on which this Diſſent is grounded might require Examination, if the Warmth with which it is made, and the Intimation given in the concluding Words of it, would allow any One who reads it to doubt the Influence under which it is written.

“ That Species of Deſpotiſm which is eſtabliſhed and maintained by the Operations of an unremitted Dependance on the Will of Rulers, is, of all others, moſt pernicious to a Community, becauſe every Member of a Community ſo circumſtanced muſt, when it ſyſtematically prevails, either preſerve his Station by ſervile Compliances, or riſque it by adventuring to act on Principles of Freedom.—In ſhort, unremitted Dependance for pecuniary Benefits is a conſtant Bribe given to every Individual by the Rulers of every State, who annex it as a Condition to the Benefit they confer. I cannot, therefore, acquieſce in the Reaſoning I have heard advanced by the Members in Oppoſition, nor ſubſcribe to their Opinion, which would make the preſent Agent, who furniſhes and keeps up the Depot of Proviſions for the Garriſon of Fort William, hold his Office during Pleaſure.

“ The Objections which are made to the Commiſſion of 15 per Cent. for furniſhing the Stores, and to the 15 per Cent. allowed to indemnify the Agent for replacing the decayed and damaged Stores, and renewing the whole Depot every Year, are indeed ingeniouſly ſtated, and the Inventive Powers appear taſked to the utmoſt to make this Commiſſion and this Allowance, amounting in the Whole to 30 per Cent. ſtrike the ſuperficial Reader as an exorbitant Premium; but I will adventure to affirm, on my own Knowledge of the periſhable Nature of the Stores ſupplied and kept up, that it is not poſſible for the Agent to derive much, if any Benefit, if he does not ſuffer a Loſs, which I really think he muſt from this Part of his Engagement.—Where is the Garriſon in which a Depot of Proviſions is kept up at public Charge that does not condemn more than 15 per Cent. of ſuch Stores in the Courſe of One Year, over and above the heavy Loſs ariſing to the Public by the yearly Renovation of the Depot. I believe the Depot of the Garriſon of Gibraltar is not, nor can be maintained by the Engliſh Government at ſo ſmall an Expence, while the Supplies are contracted for, and the Loſs of condemned Stores borne by the Nation, as well as of thoſe which, though not condemned, are ſold off at the End of every Year, as being of a periſhable Nature, and though fit for immediate Uſe, are not in a State of Preſervation, or capable of it, for the Courſe of another Seaſon.—And if this is the Caſe, and it certainly is the Caſe, 15 per Cent. for the Renovation of the Depot of Proviſion for Fort William, and the Loſs ariſing from condemned Stores, is a very moderate Premium; much more moderate I affirm than the Expence would be to our Government, was a Contract entered into for an annual Supply, and the old Stores in Preſervation, and thoſe condemned ſold at the End of every Year for Government.—Why it ſhould be advanced as an Argument againſt the Mode propoſed for keeping up a Depot in high and perfect Preſervation, that the Agent may poſſibly do it without Loſs to himſelf, I cannot comprehend, unleſs it means to affirm by Implication, that Government can keep up ſuch a Depot with equal Facility, and without Loſs, or little Loſs: If this is the Poſition laboured to be eſtabliſhed, I deny it; and the Experience of every Man muſt contradict it. In what Office of our Government are Stores of a periſhable Nature kept up without Loſs, and a heavy Loſs to the Government. I am ſure that * in no Office that has ever fallen under my Obſervation, and I call upon the other Members for Information if any Office has under theirs.

* Sic in Orig.

“ In all the Offices of Supply under our Government, Advances are made on the Application of our Officers, and a Commiſſion of 15 per Cent. allowed on the Rates fixed by Government on the Articles to be ſupplied. On many Articles this Commiſſion is reduced to nothing, as their real Price * far exceed the Rates, while on others it is enhanched † by being below the Rates. I dare affirm, the Agent for keeping up the Depot of Proviſions for Fort William would eſteem himſelf very happy to draw the Commiſſion clear for his Supplies, and diſengage himſelf from the further Allowance of 15 per Cent. with the Condition annexed to it of renewing and keeping up the Depot; but as I am convinced it is not for the Intereſt of Government to remit this Condition, and contract at 15 per Cent. ſimply for an annual Supply, I can never acquieſce to make his Office a mere Office, a mere Office * of Supply, and ſubject the Company to the burthenſome Loſs of renewing yearly ſuch periſhable Stores.—The perplext and intricate Manner in which the Account annexed to Mr. Francis's Minute is drawn, obliges me to oppoſe to it a more ſimple and comprehenſive one, ſhewing the Period, the Amount of the Supplies, and the Commiſſion from the 1ſt May 1777, to the 1ſt May 1779, in which Period the Firſt Purchaſe of 1,50,231 8 2 muſt have been renewed twice at the Expence of the Agent, and the ſubſequent ones to the 30th April 1778, once.

* Sic in Orig.
† Sic in Orig.
* Sic in Orig.

“ I will not propoſe that the Commiſſion drawn of 15 per Cent. in the Courſe of the ſame Period, in any other Office, ſhould ſtand oppoſed.—I am convinced none of the other Offices of Supply are ſo low, or in which the Services of the Agent have a meaner Reward.

“ I agree to the Propoſition of keeping up a Depot of Proviſion for the Garriſon of Fort William, on the Terms of the exiſting Agency, on a Contract for Five Years.

" A State of the Amount of Stores lodged in the Garriſon of Fort William by the Agent Victualler, ſpecifying the Dates of ſuch Lodgments, and ſhewing the Amount of Commiſſion which would accrue thereon, at 30 per Cent. per Annum, or 2½ per Cent. per Menſem, from their reſpective Dates to the 1ſt May 1779.

BILLS.	Dates of Bills.	Amount Principal.			Ys.	Ms.	Ds.	Amount Commiſſion.		
Three Bills — —	1ſt May 1777.	1,50,231	3	2	2	0	0	90,138	14	0
One do. — —	27th June do.	27,329	4	9	1	10	3	15,099	6	10
One do. — —	4th Oct. do.	27,936	0	8	1	6	26	13,176	7	9
One do. — —	30th Nov. do.	40,393	1	3	1	5	0	17,167	0	11
One do. — —	30th April 1778.	31,574	13	9	1	0	0	9,472	7	3
One do. — —	4th Nov. do.	27,243	10	9	0	5	26	3,995	11	6
One do. — —	21ſt Jan. 1779.	33,378	1	2	0	3	9	2,753	11	0
One do. — —	7th April do.	32,166	4	5	0	0	23	616	8	4
	Current Rupees	3,70,252	12	11	C. R^s			1,52,420	3	7

" Fort William,
Accountant Gen^{ls} Office,
the 19th Auguſt 1779.

Errors excepted.
(Signed) " Ja^s Miller,
Acting Account^t General."

Mr. Wheler, 17th Auguſt 1779.

" As I have upon a very recent Occaſion aſſigned my Reaſons for preferring annual Contracts to Engagements of a longer Period; and as I have likewiſe endeavoured to prove, that no other can be entered into without ſubjecting, on the one Hand, the Contractor to an unreaſonable Degree of Riſk, or the Company, on the other, to an improvident Bargain, it remains only for me to add, that, in my Opinion, if Pains were taken to ſelect from among the Variety of Contracts that already have, or probably very ſoon will become the Subject of public Diſcuſſion, it might prove difficult to take from the Maſs one, where the Fitneſs of an annual Contract in Preference to a longer Period was more ſtriking, and where the Arguments in favor of a contrary Opinion can with leſs Effect or Reaſon be applied.

" The Advantage and Utility of annual Contracts are ſo well known in England, that I do not recollect a ſingle Inſtance among the Company's Engagements, whether for Military or Naval Stores, for Proviſions, or for any Article either for Export or Home Conſumption, where the Contracts or Engagements have not expired with the Year; and although I am called upon by the Commander in Chief to evince the contrary Practice, I muſt here declare, that thoſe which I had the Honor to be engaged in with Government, were for no longer a Period. I may likewiſe further add, that the Public received no ſmall Advantage from the ſhort Duration of thoſe Contracts, yet ſufficient Encouragement was given to the Contractors.

" If then the fundamental Principles of Contracts are, as I have ſtated them, in favour of annual ones; or if this Precaution is neceſſary, and generally adopted in a Country where the Value of each Article can be aſcertained with ſo much Facility and Eaſe, and where either a Riſe or Fall of the Markets rarely exceeds 5 per Cent. how much more expedient muſt a ſimilar Regulation prove in Bengal when there is frequently a Fluctuation of 30 per Cent.

" To prove the Utility of entering into Engagements for ſo long a Period as Five Years, it is neceſſary in my Opinion to ſtate very different Arguments from thoſe made uſe of in the Governor General's Minute; viz^t. It ought to be clearly aſcertained, that the Articles to be contracted for are ſubject to little or no Fluctuation, and that they will certainly be procured at or about the ſame Price which regulates the Markets at the Commencement of the Contract; without ſome ſuch Rule, the Contracting Parties will become equally expoſed to the ill Conſequences of long Engagements, which ſhorter ones are better calculated to relieve, if not entirely exempt them from.

" In addition to the above Arguments it may be neceſſary to obſerve, that a Depot of Proviſions in Fort William can only be required in the Caſe of a War or the Apprehenſion of a War, and that many Circumſtances may happen which might render it quite unneceſſary, and leave the Contract, if extended to the Time propoſed, an uſeleſs Burden and Expence on the Company.

" For theſe Reaſons I am againſt entering into any Contract for a Term exceeding One Year.

" Sir Eyre Coote.—Seen.

(No Signature at the End of the Conſultation.)

Read, from Book 55, already delivered in, the following Extract of a Conſultation, of the 4th October 1779, beginning at Page 638 of the ſame Book.

☞ [“ Fort William, 4th October 1779.

“ At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Richard Barwell, } Eſquires.
Edward Wheler, }
Mr. Francis at Houghly.
Sir Eyre Coote gone to viſit the different Stations of the Army.

“ The Governor General having ſent in the following Minute reſpecting the Contract entered into with Mr. Belli, it was circulated for the Peruſal of the other Members of the Board.

Governor General's Minute of Mr. Belli's Contract.

“ The Governor General deſires the following Minute may be recorded on the Proceedings, in Reply to Mr. Francis's of the 17th of Auguſt.

“ Governor General.—Mr. Barwell has already ſo fully anſwered every Objection urged by Mr. Francis againſt the Propriety of continuing to Mr. Belli the Agency for ſupplying the Garriſon of Fort William with Proviſions for Five Years, that any further Remarks from me appear to be unneceſſary. But when I conſider Mr. Belli's Situation in my Family, and the Acrimony of Style diſplayed in Mr. Francis's Proteſt, as well as the ſeveral Inſinuations contained in it, I cannot help deeming the violent Oppoſition he has made to my Motion as Perſonal; and viewing it in this Light, I ſhall trouble the Board with a few Remarks upon the Subject, after having thankfully acknowledged how much I think myſelf obliged to Mr. Barwell, whatever were his Motives, both for the Readineſs and Ability with which he has refuted the Arguments offered by Mr. Francis againſt this Meaſure.

“ Mr. Francis begins by obſerving, that this Contract is in direct Oppoſition to the Company's Orders, and that the Buſineſs has hitherto been performed by Agency, &c.

“ To furniſh a Depot of Proviſions for the Garriſon of Fort William is not a Buſineſs for Proclamation, nor to be diſpoſed of to the loweſt Bidder, for the Reaſons which I before uſed, and which Mr. Francis, I know not why, has quoted againſt it.

“ An Agency, with a fixed Rate and a fixed Commiſſion, is, to all Intents and Purpoſes, a Contract. All that I have now propoſed, is to fix the Term, and to bind the Contractor by Penalties.

“ I can by no Means agree with Mr. Francis, ‘ that the Agent Victualler enjoys the moſt profitable Employment that ever exiſted in this Government.’

“ Mr. Livius has an Agency, with 15 per Cent. Commiſſion on Articles rated by former Charges of Commiſſaries, of courſe greatly above the real Coſt. Mr. Livius is profeſſedly patronized by Mr. Francis, who paſſes his Bills; Nine or Ten Lacks thus paid to him are yet unaccounted for.

“ In anſwer to Mr. Francis's Inſinuation, that it is natural enough for the Agent to wiſh to ſecure himſelf before the Expiration of the preſent Government; I avow the Fact as to myſelf as well as the Agent.

“ When I ſee a ſyſtematic Oppoſition to every Meaſure propoſed by me for the Service of the Public, by which an Individual may eventually benefit, I cannot heſitate a Moment to declare it to be my firm Belief, that ſhould the Government of this Country be placed in the Hands of the preſent Minority, they would ſeek the Ruin of every Man connected with me; it is therefore only an Act of common Juſtice in me to wiſh to ſecure them as far as I legally can from the Apprehenſion of future Oppreſſion.”] ☜

§ (“ Mr. Francis has groſly miſ-ſtated my Minute, when he ſays, I affirm the Contractor has “ ſuſtained heavy Loſſes by the indefinite Term of his Agency. I am ſorry to add this to the “ many Inſtances upon Record, during the Courſe of our Debates, of the Inaccuracy of Mr. “ Francis's Quotations, and his ſubſequent Reaſonings in conſequence.

“ I ſaid he was ſubjected to many heavy Loſſes, and ſome he has actually ſuſtained in the Pur- “ chaſe of Articles at 20 ⅌ Cent. above the Table of Rates. On the capital Article of Grain, “ he has indeed been a Gainer, his Purchaſes having been luckily made at a Time of Plenty, and “ his Sales with the public Apprehenſion of a Scarcity. His Succeſs in this Inſtance has alarmed “ him for the future, and with Reaſon.

“ Suppoſe the Reverſe had happened with his indefinite Agency, which may expire To-morrow, “ he can only venture to purchaſe what is immediately wanted, and that he is obliged to provide. “ He cannot venture to inveſt a large Capital in diſtant Commiſſions. Of courſe his Purchaſes, “ by being made at hand, are from the deareſt as well as the neareſt Markets. He may buy his “ Rice at 20 Seers for the Rupee, he may be under the Neceſſity of ſelling it at 40, and this one “ Article proves his Ruin.

“ With what Propriety can the Profits of this Agency be ſtyled immoderate?

“ The Rates were fixed by accurate and actual Rates of the Market, and the Agent was allowed “ the cuſtomary Commiſſion of 15 ⅌ Cent. on the Purchaſes. He was obliged to change the

“ Stores, and allowed for Damages (which in many would be the Loſs of the Whole, and in all of ſomething) 15 ⅌ Cent. on the prime Coſt ſo ſold. This Mr. Francis calls 30 ⅌ Cent. and rates it as a clear Profit.

“ Beſides this Drawback the Agent, as will appear from an Inſpection of his Books, if called for, has frequently been obliged to purchaſe Stores at a Price far exceeding the Allowances made to him by the Company.

“ In the Purchaſe of Ghee he has loſt	20 ⅌ Cent.
“ Moong	25 Do.
“ Turmerick	17½ Do.
“ Oil	52 Do.
“ Salt Beef	33 Do.

“ He is likewiſe liable to Loſſes in the Tranſportation of Goods to Calcutta, and by an Adventure from Purnea laſt Seaſon ſuſtained a Loſs of 10,000 Rupees.

“ Mr. Francis, ſtating the Sum of C^t R^s 2,29,912 as clear Gain to the Agent, makes no Deductions for the Loſſes I have ſpecified, nor has he conſidered the Decay, Waſtage, Servants Wages, Cooley Hire, and other unavoidable Expences attending the Agency for near three Years: But, in order to ſwell this Sum as much as poſſible, he has included in it about 70,000 Rupees as received by the Agent, though the Riſk for which it was paid to him will not expire till May 1780.

“ Mr. Francis once thought differently of my Plan. The Words of his Minute, delivered on the 4th of November 1776, when it was firſt read at the Board, were, ‘ If the Service be neceſſary in any Degree, it is a Service of the firſt Neceſſity, and ſhould not be ſtinted for the ſake of any inconſiderable Saving which, in the Event, perhaps might only be apparent.’

“ I am firmly of Opinion, and am happy to be confirmed in it by the Sentiments of the Commander in Chief, that the Service muſt continue of the firſt Neceſſity while we continue in Poſſeſſion of Fort William. I alſo moſt heartily concur with the Commander in Chief in Opinion, that the Board could not confer a Contract of this Importance on a Gentleman of more Honour and Integrity than Mr. Belli, or who would more conſcientiouſly diſcharge the Duties of it.

“ In Reply to Mr. Francis's Obſervations, that Mr. Belli enjoys the Favour and Protection of Government, I do moſt ſolemnly declare, that he has never applied to me for the moſt trifling Interference or Support in his Agency.

“ I have one Remark to make on the Subject of this Agency, ſince Mr. Francis has thought proper to make ſo pointed an Attack upon it. He muſt remember how ſtrenuouſly it was oppoſed by the late General Clavering in its ſeveral Stages. His Proteſts and Remarks were tranſmitted to the Court of Directors, and were received at a Time when our Proceedings were rigidly ſcrutinized, and when every Meaſure propoſed by me, which could be deemed in the ſmalleſt Degree objectionable, underwent the ſevereſt Comment. My Plan for ſupplying Fort William with Proviſions paſſed without a Remark, and this is to me a convincing Proof that the Directors eſteemed it to be highly beneficial to the Company.”) (*a*)

(Signed) “ Warren Haſtings.
(and at the End of the Conſultation)
“ Warren Haſtings,
Rich^d Barwell,
P. Francis,
Edw^d Wheler.”

The Managers for the Commons informed the Houſe, they ſhould next produce certain Extracts which had been accidentally overlooked in the Courſe of the Proceedings, and then cloſe the Evidence on this Article, with the Accounts of the Loſſes before alluded to.

That they ſhould firſt therefore prove, that Mr. Sulivan was Aſſiſtant to Mr. Haſtings, and Judge Advocate at the ſame Time, which they had been prevented from eſtabliſhing in the proper Place, by the Books not being at hand at the Moment.

Read, from Book 28, already delivered in, the following Extract of a Conſultation of the 30th October 1780.

“ Fort William, the 30th October 1780.

“ At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Philip Francis, } Eſquires.
Edward Wheler, }
Lieutenant General Sir Eyre Coote abſent on Service.

“ The Governor General requeſts the Permiſſion of the Board to employ Mr. Stephen Sulivan as his Aſſiſtant, and intreats that they will be pleaſed to indulge him with their joint Application

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(*a*) Vide Appendix, N° CCVII.

to the Preſident and Council at Fort St. George, for their Permiſſion to Mr. Sulivan to remain here for that Purpoſe. The Governor General repreſents that the Labours of his Department have at all Times required, and do at this Time eſpecially require, greater Aids than he has been afforded or could command; that he has experienced the Abilities of Mr. Sulivan, and has made Choice of him as completely qualified for ſuch a Truſt. If the Board ſhall comply with this Requeſt, he begs Leave further to ſolicit their Grant to Mr. Sulivan of the Office of Judge Advocate General, vacant by Mr. Johnſon's Reſignation.

" Agreed, That Mr. Stephen Sulivan be appointed Aſſiſtant to the Honble. the Governor General, and to ſucceed to the Office of Judge Advocate General, vacant by Mr. Johnſon's Reſignation of it.

(Signed at the End of the Conſultation)

" Warren Haſtings,
Edw^{d} Wheler."

The Managers for the Commons ſtated, they ſhould next produce the Account current between the Supercargoes at Canton, and the Preſidency at Bengal, which alſo had been omitted to be read on a former Day, not being immediately at hand.

Read, from Book 447, already delivered in, the following Extract of a Conſultation of the 28th July 1783, beginning at Page 293 of the ſame Book.

" Fort William, 28th July 1783.

Pub. Dep^{t}. Friday.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Edward Wheler, } Eſquires.
John Stables, }
Mr. Macpherſon indiſpoſed.

" Read the following Letter from the Supercargoes at Canton.

" Gentlemen,

Canton, 30th Dec.

" We have already done ourſelves the Honour of addreſſing you under Date the 26th November in Triplicate, this Seaſon, and forward the Diſpatches by Conveyances. We now beg leave to inform you, that the Nonſuch delivered her Cargo the 23d inſtant, and was accordingly diſcharged.

" Two Cheſts of Opium were deficient, alſo one damaged, which were wrote off the Bill of Lading.

" Encloſed we tranſmit you an Account Current with your Preſidency, alſo a Duplicate of our Letter dated the 12th December.

" We have the Honour to be, Gentlemen, &c.
(Signed)

" Canton,
Dec^{r} 30th 1783.

" James Bradſhaw,
Geo. Rogers,
Abr^{m} Roebuck,
Henry Browne,
John Harriſon,
George Cuming,
Charles Edw^{d} Pigou,
Henry Lane,
Tho^{s} Freeman,
Tho^{s} Kuyck Van Midrop."

" Ordered, That the Encloſure in the above Letter be entered after the Conſultation.

(Signed at the End of the Conſultation)

" Warren Haſtings,
Edw^{d} Wheler,
John Macpherſon,
John Stables."

Read, from the ſame Book, the Appendix to the ſame Conſultation, beginning at Page 308, of the ſame.

" Appendix to Conſultation, 28th July 1783. Appendix to Conſultation, 28th July 1783.

" The Preſidency of Bengal in Account Current with Canton.

		Tales.		Tales.
To Bills of Exchange drawn in Favour of Col. Watſon, Sh Dollars —	41853,0000	30134,160	By Opium ꝑ Nonſuch 1601 Cheſts, at 210 Hds dls ꝑ Cheſt	237324,705
To Bills of Exchange drawn in Favour of C. Thornhill, Sh Dollars —	34248,5000	24658,920	By Caſh received of Captain Robert Geddes on Account of the Betſy's Cargo — —	42912,000
To an Error in the above Bills — —		9,037		
To Charges of the Nonſuch.				
Demorage — —	9028,800			
Pilotage — —	159,840			
Factory Expences — —	2,000,000			
Linguiſts Charges — —	75,000			
Meaſurage — —	2932,498			
		14196,138		
To Bills drawn on Account of Certificates granted at Bengal —		160518,730		
To Amount of Three Cheſts of damaged Opium —		444,705		
To Balance — — —		50275,015		
		280236,705		280236,705

" Canton, 28th December 1782.

Errors excepted.

" James Bradſhaw,
Geo. Rogers,
Abrm Roebuck,
Henry Browne,

John Harriſon,
Geo. Cuming,
Chas Edwd Pigou,

Henry Lane,
Thomas Freeman,
Thomas Kuyck Van Mierop."

The Managers for the Commons informed the Houſe, they ſhould now cloſe the Evidence on this Article, by again calling Mr. Wright, the Accountant General to the India Company, to give in Evidence the Totals of the reſpective Loſſes to the Company, upon the ſeveral Articles of the Accounts, as they appear on the Books of the Company, under the different Subjects included in this Article of Charge.

The Counſel for the Defendant objected, that the Amount of theſe Loſſes could not be taken from the Inferences of the Accountant General, but muſt be proved to the Houſe by producing the Books themſelves, containing the reſpective Accounts.

The Houſe informed the Managers for the Commons, that the Books themſelves, being the beſt Evidence, muſt be produced, if required by the Counſel for the Defendant.

Then the Houſe adjourned to the Chamber of Parliament.

Die Lunæ, 30° *Maij* 1791.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Speaker informed the Managers for the Commons, they might proceed to make good their Charge.

The Managers for the Commons informed the Houſe, they ſhould proceed to adduce Evidence of the Loſſes ſuſtained by the Company in Conſequence of the ſeveral Matters of Accuſation contained in this Article, wherever the ſame did not ſufficiently appear from the Evidence already before the Houſe: And firſt, with reſpect to the Smuggling Expedition to China, they ſhould produce the Invoices of the Ships that carried the Opium on that Occaſion: For which Purpoſe they deſired Mr. Wright might be again called in.

Mr. WRIGHT was accordingly called in, and examined as follows:

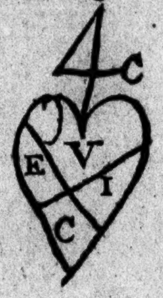
Q. Turn to the Invoice of Opium ſhipped on Board the Betſy and Nonſuch?

The Witneſs delivered in a Book, intituled, "Fort William Invoice Book, "1781-2."

Read, the following Extract from the ſame.

"Invoice of Fourteen Hundred and Sixty-ſix Cheſts of Patna Opium, laden by Cudbert Thornhill, for the Honble. Warren Haſtings, Eſq. Governor General, &c. Council of Fort William, on board the Ship Betſey, Robert Geddes Commander, bound to the Eaſtward and China, and goes conſigned to the ſaid Robert Geddes, being on Account and Riſque of the Honble. United Company of Merchants of England trading to the Eaſt Indies.——Marked as ℘ Margin.

No. 23.



Patna Opium.			
1466 Cheſts — at A. Rˢ 400 ℘ Cheſt — A. Rˢ		5,86,400 0 0	
Batta 8 ℘ Cent.		46,912 0 0	
			6,33,312 0 0
Charges Merchandize.			
Gunnies and Twine —	412 5 0		
Boat Hire — —	64 15 0		
Cooley Hire for ſhipping the Opium —	172 12 0		
Mending broken Cheſts —	109 5 0		
Matts for Dunnage — —	4 10 0		
Peon's Diet — —	4 10 0		
		768 9 6	
Freight of 1466 Cheſts, at 50 Sicca Rupees ℘ Cheſt — S. Rˢ	73,300 0 0		
Batta 16 ℘ Cent. —	11,728 0 0		
		85,028 0 0	
			85,796 9 6
Current Rupees —			7,19,108 9 6

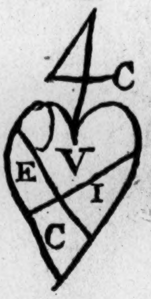
"Fort William,
Accountant General's Office,
the 30th October 1781.

Errors excepted.
(Signed) "Wm Larkins,
Accountant General."

" Read, alſo, a further Extract from the ſame Book, as follows:

" (Corrected.)

No. 82. " Invoice of Sixteen Hundred and One Cheſts of Patna Opium, laden by the Honble. Warren Haſtings Eſq. Governor General, &c. Council of Fort William, on board the Ship Nonſuch, William Richardſon Commander, bound to Canton, and goes conſigned to Thomas Fitzhugh Eſq. &c. Supercargoes there, being on Account and Riſque of the Honble. United Company of Merchants of England trading to the Eaſt Indies.——Marked as ⅌ Margin.



Patna Opium.

1601 Cheſts — at C. Rs 449 6 4 ⅌ Cheſt — (As Gds)			7,19,469 6 2
Charges Merchandize.			
Cooley Hire for ſending 1301 Cheſts — —		162 10 0	
Shipping 1601 do. —		200 2 0	
Bhur for Lading 1236 do. —		618 0 0	
Sloop Hire to the Barra Bulla 365 do. — —		730 0 0	
Boat Hire to the Sloop — — —		45 10 0	
Durma Maulls and Peons Diet — —		11 11 0	
Repairing Cheſts and packing — —		975 12 0	
Godown Rent — — —		200 0 0	
Sa Rs —		2,943 13 0	
Batta 16 ⅌ Cent. —		471 0 2	
		3,414 13 2	
Freight on 1601 Cheſts, at 50 Sa Rs ⅌ Cheſt — —	80,050 0 0		
Amount allowed to the Captain and Officers of the Nonſuch in Lieu of Privilege	8,000 0 0		
	88,050 0 0		
Batta 16 ⅌ Cent. —	14,088 0 0		
		1,02,138 0 0	
			1,05,552 13 2
Current Rupees —			8,25,022 3 4

" Fort William,
Accountant General's Office,
the 19th January 1782.

Errors excepted.
(Signed) " Wm Larkins,
Accountant General."

Q. (*Croſs-examined.*) The Loſs on the Betſey was occaſioned by the Capture of the Betſey; was it not?

The Managers for the Commons objected to the Queſtion.

Q. If that Opium had arrived regularly at the Place of Deſtination, what would have been the Profit upon the Sale of that Cargo, reckoning it according to the Price at which the Part of it was ſold?

The Managers for the Commons objected to the Queſtion.

Q. What was the Gain upon that which was ſold?
A. I am not prepared to ſtate that. I only know what it produced in China.

Q. What was the original Price, and the Produce upon the Sale?
A. The Price of the Whole of the Opium ſent to China, amounts to 90,169 l.

Q. What Part of that came to China, and at what Price was that which came there ſold?
A. That which was ſold from the Betſey amounted to 59,600 Dollars, or 14,795 l.

Q. What Proportion was that of the Whole?
A. There were only 300 Cheſts ſold out of 1466.

Q. What are the Charges of Freight upon theſe Adventures?

A. The Whole of the Charges upon the Two Adventures, including the Intereſt upon Certificates returned to Bengal, the Charges of Freight, the Privilege allowed the Captain, &c. amounted to 25,265 l. upon both Ships; that, added to the prime Coſt I before ſtated, will be about 115,000 l.

Q. (*by Managers.*) What did the Bullocks under the Contract of 1779 coſt, from the Commencement of that Contract on the 1ſt of September 1779 to the 30th of April 1783, in Pounds Sterling, when they were kept up at 6,700?

A. 299,222 l.

Q. From the 1ſt of May 1783 to the 1ſt of May 1784, what did the Bullocks upon the ſame Contract coſt?

A. 4,074 Bullocks, for the Time mentioned, coſt 41,351 l.

Q. What is the Total?

A. In all 340,573 l.

Q. What would 4,074 Bullocks, at the Rates of the Contract in 1777, have coſt for all that Period?

A. The Coſt of 4,074, at the Rates of the Year 1777, would amount to 97,270 l. The Calculation is made upon the Numbers ſtated in the Board of Inſpection's Proceedings on the 2d September 1779.

Q. In what Proportion do you divide thoſe within and thoſe without the Provinces;—Are they taken Half within and Half without?

A. This Calculation is made upon the Suppoſition that 2131 Bullocks are beyond the Provinces, and 1,943 within the Provinces.

Q. (*by Counſel.*) From what Periods?

A. For the Whole of the Periods.

Q. (*by Managers.*) What is the Difference?

A. 243,000 l.

Q. What was the Difference between the Sum paid to Mr. Ferguſon, and the Sum paid to the Company Two Years after?

A. The Sum charged to the Agent in 1786-7 for 1,871 Bullocks, was 17 Rupees a Bullock; calculating the Price of 4,074 at that Rate, they would produce 8,034 l. in Two Years.

Q. (*Croſs-examined.*) Whether, in the Account you have given in of the Expences of the Bullock Contract, you have included thoſe Sums which were paid by Government for the preſſing of Bullocks occaſionally for public Service, and which Sums were paid by Government in the Shape of Remiſſion of Rents, and otherwiſe, to the Ryots whoſe Bullocks were ſo preſſed for the Service?

A. The Calculations I have made are merely the Contract Rates, and include nothing elſe.

Q. (*By Managers.*) Do you know of any ſuch Charges in the Accounts?

A. I do not recollect any ſuch Charges.

Q. (*by Counſel.*) Whether, during the Period of Mr. Crofts Contract, moſt of the Bullocks ſupplied by that Gentleman under his Contract were not employed out of the Provinces?

A. I cannot anſwer that Queſtion as to Number.

Q. Do you not know that, at this Moment, an Army of 18,000 Men have neceſſarily the Number of 23,000 Bullocks in the Carnatic?

A. I don't know the Number.——In the Information ſubmitted to the Houſe of Commons ſome Time back, I think that was the Number.

Q. You make the groſs Sum the Sum of 97,000 l.

A. At the Contract Rates in 1777.

Q. How much per Bullock do you charge at?

A. Thoſe without the Provinces, Draft Bullocks, are charged Five Sonaut Rupees per Month each.

Q. How many do you charge without the Provinces?

A. 1,442.

Q. How many within the Provinces; and at what Rate?

A. Within the Provinces, Draft Bullocks are charged at 3 Rupees 7 Annas per Month each.

Q. How many?

A. 1,307.

Q. Any at 3 Rupees 10 Annas?

A. Carriage Bullocks without the Provinces are charged at 3 Rupees 10 Annas per Month.

Q. How many?
A. 689: Within the Provinces, 636 Carriage Bullocks, at 3 Rupees 3 Annas.

Q. Thoſe are the Data upon which you have made your Calculation?
A. They are.

Q. (*By Managers.*) What was the Amount of the Commiſſion actually paid to Mr. Auriol?
A. Total Commiſſion, from the Year 1780 to the Year 1783, amounted to 4,25,720 Current Rupees, or 42,572 l. Sterling.

Q. What was the Amount of Purchaſes made by Mr. Auriol in that Period?
A. I have not collected it yet.—I have an Account of the Commiſſion on the Purchaſes.

Q. What is that?
A. It is 2,45,253 Rupees, or 24,525 l.

Q. Is that Commiſſion upon the Purchaſes calculated at 15 per Cent.?
A. Yes.

Q. (*Croſs-examined.*) Theſe Supplies of Madras, were principally Supplies of Grain and other Neceſſaries in the Time of Scarcity?
A. They were Supplies to all the Preſidencies.

Q. Prior to this Time the Carnatic had ſupplied them with Grain, and there had been no Occaſion for Supplies from Bengal?
A. I cannot tell that.

Q. Can you tell what were the total Quantities of Rice?
A. I have not made out the Accounts.

Q. Can you form any Eſtimate of the Quantity of Rice ſent from Bengal to Madras?
A. The Quantity of Rice and other Grain, furniſhed to Madras during the Agency, appears, as far as the Accounts can be collected, to have amounted to 980,000 Maunds.

Q. How much is a Maund?
A. Two Thirds of an Hundred Weight.

Q. (*By Managers.*) What Commiſſion was paid to Mr. Belli, as Agent Victualler, during the Time of his Agency and Contract — the total Amount?
A. The total Amount is 10,32,981 Current Rupees, or 103,298 l. Sterling.

Q. That is calculated at 30 per Cent.?
A. Yes—At 30 per Cent.

Q. (*by a Lord.*) Do you know what the Number of Bullocks were, that were preſſed in any One Year?
A. I do not.

The Witneſs was directed to withdraw.

The Managers for the Commons informed the Houſe, they ſhould now cloſe their Evidence on this Article with again reading an Extract of a Letter from the Vizier to Mr. Purling, dated the 19th November 1779, already in Evidence before the Houſe, on a former Article.

Read, the following Extract from Page 496 of the printed Minutes.

" Extract of Tranſlation of a Letter from the Vizier to the Reſident, C. Purling Eſquire, at his Court, being an Encloſure in his Letter to the Board, dated Lucknow, 19th November 1779.

" The Situation of my Affairs, reſpecting the preſent Time, I informed Mr. Middleton of, both by Writing and Converſation, and I now proceed to lay the Whole before you.

" During theſe Three Years paſt, the Expence occaſioned by the Troops in Brigade, and others commanded by European Officers, has much diſtreſſed the Support of my Houſehold, inſomuch, that the Allowance made to the Seraglio and Children of the deceaſed Nabob has been reduced to One Fourth Part of what it was, upon which they have ſubſiſted, in a very diſtreſſed Manner, for theſe Two Years paſt. The Attendants, Writers, Servants, &c. of my Court, have received no Pay for theſe Two Years; and there is at preſent no Part of the Country that can be allotted to the Payment of my Father's private Creditors, whoſe Applications are daily preſſing upon me. All theſe Difficulties I have, for theſe Three Years, ſtruggled through, and found this Conſolation therein, that it was complying with the Pleaſure of the Honourable

Company, and in the Hope that the Supreme Council would make Enquiry from impartial Perſons into my diſtreſſed Situation; but I am now forced to a Repreſentation." (a)

Then Sir James St. Clair Erſkine was heard to ſum up the Evidence upon the Fourth Article of Charge.

Then the Managers for the Commons informed the Houſe, that, ſaving to themſelves all their undoubted Rights and Privileges, the Commons were content to reſt their Charge here.

Then the Houſe adjourned to the Chamber of Parliament.

(a) Vide ſupra, P. 496.

Die Jovis, 2° *Junii* 1791.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Speaker ſaid:

"Gentlemen who are of Counſel for Mr. Haſtings, You may proceed in his Defence; and the Lords will be pleaſed to give Attention."

Then Mr. Haſtings requeſted to be heard; and was accordingly heard to obſerve generally upon the ſeveral Matters relied on by the Managers for the Commons on Behalf of the Proſecution.

Then the Houſe adjourned to the Chamber of Parliament.

Die Martis, 14° *Februarij* 1792.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid;

" Gentlemen, you who are of Counſel for the Defendant, may now proceed in his Defence; and the Lords will be pleaſed to give Attention."

Then Mr. Law, of Counſel for the Defendant, was heard in Part to open the Defence generally, and to obſerve upon the ſeveral Matters relied on by the Managers for the Commons in Support of their Charge.

Then the Houſe adjourned to the Chamber of Parliament.

Die Veneris, 17° *Februarij* 1792.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counſel for the Defendant, they might proceed in his Defence.

Then Mr. Law was further heard in Part to open the Defence generally, and to obſerve upon the ſeveral Matters relied on by the Managers for the Commons in Support of their Charge.

Then the Houſe adjourned to the Chamber of Parliament.

Die Martis, 21° *Februarij* 1792.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counſel for the Defendant, they might proceed in his Defence.

Then Mr. Law was further heard to open the Defence generally, and to obſerve upon the ſeveral Matters relied on by the Managers for the Commons in Support of their Charge; and being fully heard thereupon,

The Houſe adjourned to the Chamber of Parliament.

Die Jovis, 23° *Februarij* 1792.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counſel for the Defendant, they might proceed in his Defence.

Then Mr. Plumer, of Counſel for the Defendant, was heard in Part to open the Defence to the Firſt Article of Charge particularly, and to obſerve upon the Matters relied on by the Managers for the Commons, in Support of the ſaid Firſt Article of Charge.

Then the Houſe adjourned to the Chamber of Parliament.

Die Mercurij, 29° *Februarij* 1792.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counſel for the Defendant, they might proceed in his Defence.

Then Mr. Plumer was further heard in Part to open the Defence to the Firſt Article of Charge particularly, and to obſerve upon the Matters relied on by the Managers for the Commons in Support of the ſaid Firſt Article of Charge.

Then the Houſe adjourned to the Chamber of Parliament.

Die Jovis, 1° *Martij* 1792.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counſel for the Defendant, they might proceed in his Defence.

Then Mr. Plumer was further heard in Part to open the Defence to the Firſt Article of Charge particularly, and to obſerve upon the Matters relied on by the Managers for the Commons, in ſupport of the ſaid Firſt Article of Charge.

Then the Houſe adjourned to the Chamber of Parliament.

Die Martis, 24° *Aprilis* 1792.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counſel for the Defendant, they might proceed in his Defence.

Then Mr. Plumer was further heard in Part to open the Defence to the Firſt Article of Charge particularly, and to obſerve upon the Matters relied on by the Managers for the Commons, in ſupport of the ſaid Firſt Article of Charge.

Then the Houſe adjourned to the Chamber of Parliament.

Die Jovis, 26° *Aprilis* 1792.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counſel for the Defendant, they might proceed in his Defence.

Then Mr. Plumer was further heard to open the Defence to the Firſt Article of Charge particularly, and to obſerve upon the Matters relied on by the Managers for the Commons, in ſupport of the ſaid Firſt Article of Charge.

And, being fully heard thereupon;

The Houſe adjourned to the Chamber of Parliament.

Die [illegible] Aprilis 1795.

THE Lords being in their Places, the [illegible] made, and the Defendant appearing at the Bar, the Lord Chancellor [illegible] the Counsel for the Defendant, they might proceed in his Defence.

Then Mr. [illegible] was further heard to [illegible] the Defence to the 14th Article of Charge particularly, and to [illegible] the Managers for the Commons, in support of the said [illegible] Article of Charge.

The House adjourned to the Chamber of Parliament.

Die Jovis, 16° Aprilis 1795.

THE Lords being in their Places, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counsel for the Defendant, they might proceed in his Defence.

Then Mr. Plumer was further heard to open the Defence to the 14th Article of Charge particularly, and to observe upon the Matters raised by the Managers for the Commons, in support of the said 14th Article of Charge.

And, being fully heard thereupon;

The House adjourned to the Chamber of Parliament.

Die Martis, 1° *Maij* 1792.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counſel for the Defendant, they might proceed in his Defence.

The Counſel for the Defendant informed the Houſe, they ſhould begin with that which was made the Subject of the Firſt Evidence offered by the Managers for the Commons, on the Firſt Article of Charge, and ſhew the Situation of Bulwant Sing, in the Year 1764; for which Purpoſe they deſired Mr. Robert Hudſon might be called in.

Mr. ROBERT HUDSON was accordingly again called in; and delivered in a Book, entituled, " Bengal Country Correſpondence received, 7 Dec. 1763, to 29 Jan. 1765," and marked " 70."

Read, the following Extract from the ſame.

(N° 283.)

" Tranſlation of a Propoſal of Raja Bulwund Sing, by Soochiet Roy, to Major Munro, with the Major's Anſwer, received (in Calcutta) 16th November 1764.

" Propoſal.—If you, Gentlemen, chooſe to poſſeſs yourſelves of Shuja ul Dowla's Country, I will agree to hold the Sircars of Benaris and Gazypoor, and Jounpoor and Bajeigurr, &c. on the ſame Terms as I hold them from Shuja ul Dowla, and I have commiſſioned Ruja Shittabroy to ſettle this Matter for me. I will beſides take upon myſelf the Management of Auzimgurra, and Two or Three other Diſtricts, paying the cuſtomary Rents; and I requeſt, that you will give me the Sunnuds for them, and let me poſſeſs * * * which was given to me, Rent-free as uſual." * Sic in Orig.

" Anſwer.—For the preſent the Sunnuds ſhall be granted you, and you ſhall be eſtabliſhed in the Territories till the Concluſion of the Negotiation with Shuja ul Doula."

Read, alſo, a further Extract from the ſame Book.

(N° 284.)

" Tranſlation of a Paper delivered by Rajah Shitabroy, the 16th November 1764.

" Raja Bulwund Sing *as written to me as follows; " If it is the Intention of the Engliſh " Gentlemen to take Poſſeſſion of Shuja ul Dowla's Dominions, I will agree to hold Benaris and " Gazypoor, &c. which have long been under my Juriſdiction; the Revenues of which amounted " to about 24 Lacks of Rupees a Year, and I paid 1,70,000 Rupees monthly, on the ſame Terms " from the Company as I did from Shuja ul Doula." He likewiſe deſires, that in caſe the Engliſh Army ſhould march forwards to conquer the Country, the Diſtricts of Auzimgurra and Coonda, &c. which are near to Benaris, and lie very convenient for him, may be added to his Juriſdiction, as the Raja is a Man who adheres to his Engagements, and pays his Rents regularly: If it is your Pleaſure to take the Country, let the Management of the aforeſaid Territories be committed to his Charge; and, in caſe of an Accommodation with Shuja ul Dowla, yet let a favourable Anſwer be written to the Raja, to ſet his Mind at Eaſe; he is a Perſon of high Rank, and the Zemindar of a frontier Country." * Sic in Orig.

Read, from Book 37, already delivered in, the following Extract of a Conſultation of the 27th of December 1764, beginning at Page 691 of the ſame Book.

“ Fort William, the 27th December 1764.

Sec. Dept. Thurſday. “ At a Conſultation; Preſent,
The Honourable John Spencer Eſquire, Preſident;
Charles Stafford Playdell Eſquire,
Ralph Leyceſter Eſquire,
John Burdett Eſquire.

“ Received a Letter from Meſſ. Billers and Dacres, at Benaris, acquainting us with their Arrival there the 8th inſtant; and that on their Application to Major Munro, they found he had made an Agreement with Bulwand Sing to leave him with the Collection of the Revenues, on paying the Company the ſame annual Sum he had before paid to the Vizier Shuja Dowla; and that Major Munro had made this Appointment to Bulwand Sing in conſequence of the King's Requeſt, and had thought proper to aſſign the firſt Payment of this Collection to his Majeſty's Uſe, on account of his having no other immediate Support.

(Signed at the End of the Conſultation)

“ J. Spencer,
C. S. Playdell,
R. Leyceſter,
John Burdett.”

Read alſo, from Book 146, already delivered in, the following Letter from Meſſrs. Billers and Dacres to the Board.

(N° 130.)

“ To the Honourable John Spencer Eſquire,
Preſident and Governor, &c. Council of Fort William.

“ Honourable Sir, and Sirs,

“ We arrived here the 8th inſtant; and, on our Application to Major Munro, found he had made an Agreement with Bulwan Sing to leave him with the Collection of the Revenues, on paying the Company the ſame Sum he had before paid the Vizier Sujah Dowlah annually. Mr. Haer has ſince tranſmitted us Copy of your Letter of the 26th ultimo, with a Duplicate of the Inſtructions given to Mr. Marriott, &c. which we ſhall ſtrictly abide by.

“ Major Munro will have informed you, that he has made this Appointment to Bulwan Sing, in conſequence of the King's Requeſt; and has thought proper, as the King has no other immediate Support, to aſſign the firſt Payment of his Collection to his Majeſty's Uſe.

We are, with Reſpect,
Honourable Sir, and Sirs,
Your moſt obedient humble Servants,

Benares,
the 13th December 1764.

“ W^{m} Billers,
P. M. Dacres.”

Read, from Book 505, already delivered in, the following Extract of a Conſultation of the 17th of January 1765.

“ Fort William, the 17th January 1765.

Thurſday. “ At a Conſultation; Preſent,
The Honourable John Spencer, Eſquire, Preſident;
Charles Stafford Playdell, }
Ralph Leyceſter, } Eſquires.
John Burdett, }

“ You will ſee, by the Letters from the Board, that the King is to be put in Poſſeſſion of whatever Part of this Country ſhall be conquered by our Arms, and the Management of it given to ſuch as he pleaſes. I therefore called in Bulwant Sing, at the Requeſt of the King; but as he had offered his Services before that Time, or that I knew the Intentions of the Gentlemen at Calcutta of keeping the Country, I encouraged his coming in as much as poſſible; and, upon his getting the Country, as before, to collect the Revenues the ſame as he did for the Vizier, together with the King's ſending Nabob Munier Dowla for him, he came in; and our Agreement with him for collecting the Revenues has ſince been confirmed by the Board.

(Signed at the End of the Letter)

“ Hector Munro.

(And at the End of the Conſultation)

J. Spencer.
R. Leyceſter.” (a)

(a) Vide Appendix, N° CCVIII.

Read, the following Extract from the printed Minutes of Evidence, beginning at Page 13 of the ſame.

VII.

" It being firmly reſolved to reſtore to his Highneſs the Country of Benares, and the other Diſtricts now rented by Bulwund Sing, notwithſtanding the Grant of the ſame from the King to the Engliſh Company, it is therefore agreed, that they ſhall be ceded to his Highneſs in the Manner following; viz. They ſhall remain in the Hands of the Engliſh Company, with their Revenues, till the Expiration of the Agreement between Bulwund Sing and the Company, being on the 27th of November next; after which his Highneſs ſhall enter into Poſſeſſion, the Fort of Chunar excepted, which is not to be evacuated until the Sixth Article of this Treaty be fully complied with."

Read, from Book 507, the following Extract of a Conſultation of the 11th of April 1788, beginning at Page 320 of the ſame Book.

* " Fort William, 11th April 1788.

" With reſpect to ſeveral of theſe, a Queſtion of conſiderable Importance ariſes. It appears that many Zemindars were diſpoſſeſſed by Bulwant Sing, when he was employed as Aumil of Benares under the Father of the late Sujah Dowla. Their Claims were acknowledged by Mr. Haſtings in 1781, and his Determination went to the Reſtoration of them to their Zemindaries; which, with regard to Rajah Adel Sing, was literally carried into Execution.

(Signed at the End of the Conſultation)

" Cornwallis,
J. Shore." (a)

Read, from Book 508, the following Extract of a Conſultation of the 21ſt May 1788, beginning at Page 948 of the ſame.

" Fort William, 21ſt May 1788.

Secret Dep.
Wedneſday.

" At a Council; Preſent,
Earl Cornwallis, K. G. Governor General, Preſident;
The Honble. Charles Stuart,
and
John Shore Eſquire.

" Read, the following Letter and its Incloſures, from the Reſident at Benares." (b)

Read, a further Extract from the ſame Book and ſame Conſultation, beginning at Page 949 of the ſame.

" Encloſed I ſubmit a ſhort Statement of the Dates and Manner of the Diſpoſſeſſion of the ſeveral Landholders, on the Claims of whoſe preſent Repreſentation your Lordſhip in Council has decided; whence they appear to have all happened prior to the Acceſſion of the Company to the Dewanny of the Province of Bengal and Bahar, or even to the firſt Acquiſition of Benares, by the Britiſh Arms in the Year 1766; ſo that, although all the Perſons in queſtion were not diſpoſſeſſed, as your Lordſhip's Reſolutions ſeem to imply, in the Life-time of Sufder Jung (my Addreſs of the 16th February only ſpecifying the Anceſtor of Gobind Jut to have then loſt the Zemindary of Kimlet), yet the Dates of the Diſpoſſeſſion of all appear to be anterior to the moſt diſtant of the Periods of Limitation pointed out in the Reſolutions of the 11th ultimo, and thereby afford a ſufficient Ground for theſe Reſolutions.

(Signed at the End of the Letter)

" Jonn Duncan, Reſident.

(And at the End of the Conſultation)

Benares,
9th May 1788.

" Cornwallis,
Cha. Stewart,
J. Shore." (c)

Read, a further Extract from the ſame Conſultation, beginning at Page 955 of the ſame Book.

Encloſure in a Letter from the Reſident of Benares, of 9th May.

" Tranſlation of Amrow Sing's Report of the Date of the Diſpoſſeſſion of ſundry of the former Landholders of the Diſtrict now compriſing Part of the Zemindary of Benares.

" Meer Ruſtun Ali Khaw was diſpoſſeſſed from his Farms of the Cerkars of Benares, Chunar and Juanpore; and Bulwant Sing was appointed by the Nabob Saadut Khaw, the Predeceſſor of

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* N. B. There is no Entry at the Beginning of the Conſultation of the Members who were preſent.

(a) Vide Appendix, No CCIX. (b) Vide Appendix, No CCX. (c) Vide Appendix, ibid.

Muzoor Khan, to the Charge of the Collections thereof, on the 21ſt of the Month of Suffer, in the 1151 of the Hejerah; that is 51 Years and 7 Months ago.

2nd.

" The Raja of Bÿÿ Gurr was forced to reſign his Ameldarry of the Bÿÿ Gurr Diſtrict, and to ſell the Fortreſs of that Name for 70,000 R^{s} to Raja Bulwant Sing, in the Fuſſilee Year 1160, that is 36 Years. Raja Adel Sing is the preſent Repreſentative of this Family.

3rd.

" Loll Bukermajeet, the Raja of Pergunnah Hunlet (the Anceſtor of Govind Jeet and Raja Ram Gholaum) was diſplaced in 1161 Fuſſilee, that is 35 Years ago. At that Time Mahommad Khuli Khan and Roy Purtab Sing were the Naib of the Soubah of Allahabad and Oude. As there was a large Balance of Revenue due from the ſaid Loll Buckermajeet to the aforeſaid Kuli Khan as Naib of Allahabad, Bulwant Sing (who then paid his Revenue to Roy Pertab Sing, who came to aſſiſt Kuli Khan in the Expulſion of Buckermajeet), gave the Banker, Nundoo Loll Sahi, Security for 90,000 R^{s}, for the Liquidation of the latter Balance, and thereupon poſſeſſed himſelf of Kunteel.

4th.

" The Nabob Abul Mumoor Khan, the Father of Shajued Dowla, died in 1168 of the Hejera, that is 33 Years ago.

5th.

" The Nabob Fuzul Ali, Khan of Ghazapoor, was diſplaced from Ghazeepore in 1169 Fuſſilee, that is 27 Years ago. Beny Behader was at that Time Naib of the Soubah of Oude, on the Part of the Nabob Sujah Dowla, and appointed Raja Bulwant Sing to Ghazypoor.

6th.

Baboo Dergbÿÿ Sing (the Father of Raja Bhuggat Sing), then the Zemindar of Seunga, in the Pergunnah of Chowſah, was diſplaced by Force of Arms by Raja Bulwant Sing, in 1170 Fuſſilee, that is 26 Years ago.

7th.

" Bhowayl Sing, the Zemindar of the Pergunnah of Beluah, was diſpoſſeſſed by Bulwant Sing in the Fuſſily Year 1171, 25 Years ago." (a)

To ſhew the Conduct of Bulwant Sing during the War between Sujah Dowlah and Coſſim Ally Cawn and the Engliſh in the Years 1764 and 1765;

Read, from Book 37, already delivered in, the following Extract of a Conſultation of the 26th of April 1764, beginning at Page 142 of the ſame Book.

" Fort William, the 26th April 1764.

Secret Dep. Thurſday.

" At a Conſultation; Preſent,
The Honourable Henry Vanſittart Eſquire, Preſident;
Commodore Tinker,
Warren Haſtings Eſquire,
Randolph Marriott Eſquire,
Samuel Middleton Eſquire,
Ralph Leyceſter Eſquire,
John Burdett, Eſquire.

" Received Two Letters from Major Carnac, dated the 9th and 17th inſtant, the former repeating, and explaining fully, the Reaſons which determined him to croſs the Soane and retire towards Patna; and adviſing us, that he is now convinced, from Bulwand Sing's Behaviour, (of which the Major gives us an Account), that his propoſed Alliance with us was only a concerted Scheme to draw us further on, and ſo favour Shuja Dowla's Deſigns of getting between our Army and Patna.

(Signed at the End of the Conſultation)
" Sam^{l} Middleton,
Ralph Leyceſter,
John Burdett."

(a) Vide Appendix, ibid.

Read, from Book 146, already delivered in, the following Extract of a Letter from Major Carnac to the Preſident and Council at Fort William, dated the 9th of April 1764.

" With regard to Bulwand Sing, I am convinced he has only been amuſing us, and that the propoſed Alliance was a concerted Scheme to bring us further on; for though I added my Seal to the Nabob's, in a Province of the Sovereignty of his Zemindary, on Condition of his joining with us, upon my requiring, in Proof of his Sincerity, that he would deliver to my Cuſtody the Fort of Serounjah, (which would have been in our Rear had we proceeded further up the Ganges), and that he would give me a Meeting, he evaded both, and never obſtructed the Enemy, nor afforded us the leaſt Supply of Grain, both which he might eaſily have done.

(Signed at the End), " John Carnac."

Read, from Book 37, already delivered in, the following Extract of a Conſultation of the 6th November, 1764, beginning at Page 579 of the ſame Book.

" Fort William, the 6th November 1764.

Secret Dept. Tueſday.

" At a Conſultation; Preſent,
The Honourable Henry Vanſittart Eſquire, Preſident;
John Spencer Eſquire,
Cha^s Stafford Playdell Eſquire,
Warren Haſtings Eſquire,
John Johnſtone Eſquire,
Samuel Middleton Eſquire,
Ralph Leyceſter Eſquire,
John Burdett, Eſquire.

" To Major Hector Munro, Commander in Chief of the Army.

" With reſpect to Bulwand Sing, the Rajah of Benaris, and Zemindar of the Gauzepoor Country, the double Part he acted in the Beginning of the War, ſufficiently warns us to put no Confidence in him; and therefore, if he has not already been permitted to join you, or you have entered into no Engagements with him, we would have him diſpoſſeſſed of his Country, and his Perſon, if poſſible, ſecured.

(Signed at the End of the Conſultation)
" J. Spencer,
C. S. Playdell,
Ralph Leyceſter."

Read, from Book 505, already delivered in, the following Extract of a Conſultation of the 21ſt January 1765.

§ (" Fort William, 21ſt January, 1765.

Monday.

" At a Conſultation; Preſent,
" The Honourable John Spencer Eſquire, Preſident;
" Cha^s Stafford Playdell, }
" Ralph Leyceſter, } Eſquires.
" John Burdett, }

Major Carnac's Letter.

" Received a Letter from Major Carnac, dated Coſſibuzar the 5th inſtant, adviſing of his " Arrival there the Day before, and that he ſhould proceed on as faſt as the Things which are of " immediate Neceſſity for his Journey can keep pace with him. That he has Advice of Bulwant " Sing's having eloped from our Army,")§ ☞[and deſiring an explicit Account of our Plan and Views in the Proſecution of the War, that he may regulate his Conduct accordingly; but offering at the ſame Time, as his Opinion, that we have engaged ourſelves too far with the King, unleſs it be our determined Reſolution to purſue Shuja Dowla to the utmoſt, and to decline all further Reconciliation with him.

" Agreed, we write him in Anſwer, That with regard to the Intelligence he mentions to have received, of Bulwant Sing's having left our Army, we ſuppoſe it muſt be entirely groundleſs, not having had any ſuch ourſelves; and that no Engagements have been made with him, but ſuch as it is equally for his Intereſt as ours ſhould be fulfilled.] ☞

(Signed at the End of the Conſultation)
" J. Spencer,
J. Burdett." (a)

(a) Vide Appendix, N° CCXI.

Read, alſo, from the ſame Book, the following Extract of a Conſultation of the 1ſt of April 1765.

“ Fort William, the 1ſt April 1765.

Secret Dept. Monday.

“ At a Conſultation; Preſent,
The Honourable John Spencer Eſquire, Preſident;
Charles Stafford Playdell Eſquire,
Ralph Leyceſter Eſquire,
John Burdett Eſquire,
George Grey Eſquire.

“ Agreed alſo, That we do now write a Letter to the General and Mr. Marriott, on the Subject of the Agreement made by them with Bulwantſing as adviſed in their different Letters of the 18th, 22d, and 28th February, and 9th ultimo. That this Man acted, from the firſt, ſo wavering a Part, that we expreſſed, in our Inſtructions to Major Munro, after the Battle of Buxar, our Wiſh to have no Manner of Connection with him, but rather that his Perſon ſhould be ſecured, and ſome other placed in his Zemindary who was more to be relied on. However, as the Major had, previous to the Receipt of theſe Inſtructions, admitted him to a Treaty, and received him on the Faith thereof, that we conſented to abide by it; in this alſo he failed, and therefore it was our Intention to have truſted him no further; which Sentiment is alſo expreſſed by the General in his Letter of the 15th January, from Coſſimbuzar, where he points him out as One by no means to be depended on: That this is ſufficient to inſpire us with the ſtrongeſt Doubts of his Fidelity, and ſee but too much Cauſe to apprehend, if Shuja Dowla ſhould again move this Way, with any conſiderable Force, or our Army, at any Time, receive a Check, that he will be the firſt to break his Engagements in favour of the Enemy; and as his Situation will always place him between our Provinces and our Army, he may be able to do us much Miſchief, if allowed to keep up a Force: That, after Bulwantſing, in Violation of his Treaty, had deſerted our Army, it was, as before obſerved, our Wiſh, that the Country had been placed in the Hands of ſome Perſon on whoſe Fidelity we might at leaſt have had ſome Dependence, and whoſe Troops might have been an Addition to our own Strength, in caſe of a Renewal of War: But as it appears, that Bulwandſing has again been received back on the Faith of Promiſes made by them, that we ſhall abide by them, though we wiſh none had been made till our Sentiments had been known: That we can now only recommend, that a ſtrict Eye be kept upon his Conduct and Correſpondence; and that he be not allowed to maintain ſuch a Body of Forces as may, on any Occaſion, be detrimental to us: That, at the Time we ſay this, we are willing to give up thoſe Articles, amounting to Rupees 2,28,306 10, which were left undetermined by them, in hopes of making it his Intereſt to remain faithful, by the Advantages he will reap from his Connection with us, the Security that we look for from extending our Frontiers being a greater Object than any Increaſe of our Revenues.

(Signed at the End of the Conſultation)

J. Spencer,
R. Leyceſter,
J. Burdett,
George Gray.”

The Managers for the Commons deſired, That the Conſultation containing the Subſtance of the Letters referred to in the laſt mentioned Extract, might be read.

Read, accordingly, from the ſame Book, the following Extract of a Conſultation of the 21ſt March 1765.

☞ [“ Fort William, the 21ſt March 1765.

Secret Dept. Thurſday.

“ At a Conſultation; Preſent,
The Honble. John Spencer Eſquire, Preſident;
Charles Stafford Playdell, }
George Gray, } Eſquires.
Mr. Burdett indiſpoſed.

“ Received ſince our laſt Meeting Three Letters from Mr. Marriott, Chief of Benaris, dated the 18th, 22d, and 28 ultimo, adviſing of Bulwantſing's Return, and of his having, in Conjunction with General Carnac, ſettled with him for his Revenues to be paid the Company; and encloſing a Statement of them with Copies and Tranſlations of the Agreements to which he referred us, adviſing further that the Raja had already paid the King about 1,20,000 R^s; he had received two himſelf, and was to receive another immediately. (a)

(Signed at the End of the Conſultation)

“ J. Spencer,
George Gray.”] ☜

(a) Vide Appendix, Nº CCXII.

Read, alſo, a further Extract from the ſame Book and ſame Conſultation, as follows:

[" Agreed,

" That on the Subject of the Agreement made with Bulwantſing, and the Points therein referred to our Determination, we have not yet reſolved any thing; but have in the mean Time given the Directions before minuted to the Gentlemen of Benaris." (a)]

The Counſel for the Defendant ſtated, They ſhould next proceed to ſhew the Situation in which Bulwant Sing ſtood with reſpect to the Vizier Sujah Dowlah after the Treaty of Allahabad, and after the Country was reſtored to the Vizier.

Read, the following Extract from Book 509, already delivered in, beginning at No. 31 of the ſame Book.

" To Bulwand Sing, written D°. *

" I am lately informed, that you have ſtopped ſeveral Boats, even with Military Stores, though they had Engliſh Duſtuchs, and have demanded Duties from the Merchants ſelling Diamonds to Mr. Chamier, though he has the Nabob's Perwannah to exempt him therefrom. A Reſpect to the Engliſh Seal is due from you on all Occaſions; and whenever, therefore, any Duſtuchs ſhall come, you will paſs the Boats without Delay, and ſend a Copy of the Duſtuch to me, and I will take Care no Abuſe is made. The Nabob has a Right to your Obedience in every Thing, and it is therefore a high Offence to act in Contradiction to his Commands; you will therefore abſtain from ſuch Behaviour, and pay a due Regard to all his Orders in future."

(No Signature).

To ſhew the Circumſtances under which Cheit Sing was appointed to ſucceed Bulwand Sing in the Management of Benares,

Read, from Book 504, already delivered in, the following Extract of a Conſultation of the 25th September 1770, beginning at Page 644 of the ſame Book.

" Fort William, the 25th September 1770.

" At a Select Committee; Preſent,
The Honourable John Cartier Eſquire, Preſident;
Claud Ruſſell, and Charles Floyer, } Eſquires.

" To the Honourable John Cartier Eſquire, Preſident and Governor, to Gentlemen of the Select Committee.

" Honourable Sir and Sirs,

" I am this Moment come from the Vizier, who ſent for me, to acquaint me of the Death of Bulwand Sing, which happened the Night before laſt. His Excellency deſires me to acquaint you, that he ſhall ſet out in a few Days for Benares, to take Meaſures for his own Advantage; but that he ſhall be happy to act in ſuch a Manner as will prove moſt agreeable to you, and that he hopes you will write him inſtantly on this Subject. This, however, the Vizier ſeems determined on, not to allow Bulwand Sing's Son to hold the ſame Authority as his Father did, either in Country or Forces.

(Signed at the End of the Letter) " Gabriel Harper.

" Fayzabad,
the 25th Aug. 1770,
10 P. M.

And at the End of the Conſultation,
" John Cartier,
Claud Ruſſell,
Charles Floyer." (b)

Read, from Book 4, already delivered in, the following Extract of a Letter from the Preſident and Council at Fort William, to the Court of Directors, dated September the 11th 1770.

2. " We have juſt received Advices of the Death of Rajah Bulwand Sing, who died at Benaras the 23d ultimo, after a ſhort Indiſpoſition of ſome Hours. A few Months ago the Rajah had gone through a long and painful Sickneſs, of which he had apparently recovered; and, barring his old

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* Upon Reference back no Date appears—the previous Letter having a Blank left for the Date.

(a) Vide ſupra, Appendix, N° CCXII.

(b) Vide Appendix, N° CCXIII.

Age, and the Infirmities incident to it, he was far from being conſidered in any immediate Danger. In our former Letter, Gentlemen, we expreſſed our Sentiments of the Conſequence it was to your Affairs, that the Succeſſion to the Zemidary of Benaras ſhould continue in the Family, but that it was a delicate Point to accompliſh with the Vizier. A Regard to your Intereſt has long made it our Wiſh, but the doubtful Conduct of the Vizier has, for ſome Time, made it an unſeaſonable Meaſure. The Occaſion, however, now demanded immediate Diſpatch, and the Preſident was requeſted to write the Vizier accordingly, in favor of the Son of the late Rajah, in Terms that would leaſt awaken his Jealouſy. The Time has been, Gentlemen, when this might have been made a Demand; but Circumſtances are now much changed, and even Addreſs is neceſſary to ſolicit. A jealous ſuſpicious Diſpoſition of the old Rajah, aſſiſted by a Diſtruſt of their own Children, inherent in the Minds of the People of this Country, may poſſibly have been the Reaſon why the Son was not included in the Treaty of 1765; for had he expreſſed a Wiſh to ſecure the Zemindary in his own Family, at a Time when the Vizier was receiving back his Country from our Hands, a Doubt can ſcarcely be found but it would have been attended with Succeſs; but ſuſpicious, probably, of Conſequences that his Son ſhould think he had a Right to the Succeſſion, and equally fearing that the Meaſure might be attended with a conſiderable Reduction to his Treaſures from the uſual Preſents made on ſuch Occaſions, his whole Aim ſeemed to center in Self-ſecurity, without the leaſt Attention to the Good of his Poſterity; indeed it would appear at a Time when lately his Life was deſpaired of, this Thought firſt ſtruck him, and he was deſirous then to engage our Intereſts, and appeared no way backward to ſatisfy the Vizier, as to any pecuniary Preſent which might be expected from him. But he was no ſooner free from Danger but this Love of Money returned upon him, and he became no longer eager to obtain his Wiſh, but ſolely through our ſuppoſed Intereſt with the Vizier, and meeting with no Inconvenience to himſelf.

Signed at the End of the Letter,

" John Cartier,
Claud Ruſſell."

Read, from Book 504, already delivered in, the following Extract of a Conſultation of the 25th September 1770, beginning at Page 648 of the ſame Book.

" Fort William, the 25th September 1770.

" At a Select Committee; Preſent,
The Honble. John Cartier Eſquire, Preſident;
Claud Ruſſell, and Charles Floyer, Eſquires.

" The Vizier Yeſterday informed me that he had received a Letter from Allage Cawn, who acquainted him that Bulwand Sing's Son had promiſed to preſent the Nabob with Ten Lacks of Rupees if he would grant him the Sunnuds his Father held: His Excellency has promiſed to do it (he is much changed in a few Days), provided he pays him Double that Sum as a Nezaranah, and increaſes the Revenue Five Lacks per Annum. The Nabob will not I think march until he hears again from Allage Cawn. The Truth I believe is, he is apprehenſive of determining on any Thing until he knows ſomething of your Intentions regarding this Affair.

" His Excellency entreats that you will be pleaſed to take ſome effectual Meaſure for his being repaid the Ten Lacks he lent his Majeſty.

" I have the Honour to be, with the higheſt Reſpect,
Honble. Sir, and Sirs,
Your moſt obedient and moſt humble Servant,
Gabriel Harpur." (a)

To ſhew the Senſe Cheit Sing himſelf expreſſed of the Obligation conferred upon him by the Company for their Favour on the Occaſion of his Acceſſion,

Read, from Book 199, already delivered in, the following Extract of a Letter from Rajah Cheit Sing to the Preſident, dated 7th November 1770.

" From Rajah Chyte Sing, 7th November 1770.

" The Favour of the Engliſh Serdars is ſuch that I cannot deſcribe the ſmalleſt Particle thereof, and if even every Hair of my Head was a Tongue it would be impoſſible to expreſs my ſeonce* of it: May the Almighty preſerve the Engliſh Serdars in their Eſtabliſhment, by hearkening to the Prayer of your ſincere well Wiſhes, and for the Reſt may the Wealth and Proſperity of your Excellency endure." (b)

* Sic in Orig.

(a) Vide ſupra, Appendix, N° CCXIII.

(b) Vide Appendix, N° CCXIV.

To ſhew the Tenure of the Rajah Cheit Sing, and his Situation under the Company,

Read, from the printed Minutes, beginning at Page 59, the following Extract of a Conſultation of the 24th Auguſt 1775.

" Fort William, the 24th Auguſt 1775.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Lieutenant General John Clavering,
The Honble. George Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

" Reſolved, That the following Letter be written by the Governor General to Raja Cheyt Sing, to be delivered to Mr. Fowke with his Credentials.

" To Raja Cheyt Sing.

" By the Treaty concluded with the Nabob Aſoph ul Dowlah on the 21ſt of May laſt, of which you are already apprized, the Diſtricts which you held as a Zemindarry from him, and from his late Father, the Vizier Suja ul Dowlah, have been ceded to the Engliſh Company.

" The Board have therefore thought proper to depute Mr. Francis Fowke, on their Behalf, to take Poſſeſſion of theſe Territories; but being willing to continue the Grant of the Zemindarry to you in as full and ample a Manner as you poſſeſſed it from the former Sovereigns, and upon the ſame Terms, that is to ſay, on your paying to the Order of the ſaid Company at Benares the annual Tribute of Rupees 23,72,656 : 12, by regular monthly Kiſts, or Payments of Rupees 1,97,721 : 6 : 4, in each Month, I have delivered to the Charge of Mr. F. Fowke a Sunnud in the Name of the Company, with a Kelaat, with which he is empowered to inveſt you in due Form, reſerving however to the Company the Sovereignty of the Country to the full Extent that it was or might have been held by the late or preſent Soubah of Oude. Upon Occaſion of this Inveſtiture, after paying a Nuzzeranna for the Company, which I have fixed at 10,000 Rupees, it is neceſſary that you take an Oath of Fealty or Allegiance to the Company, by which you are to underſtand, that on forming any Alliance with a foreign Prince, or acting in any Manner contrary to the Fidelity which you have thus ſworn to maintain to the Company, your Zemindarry, with all the Rights and Privileges granted to you by the Company, will become forfeited; and it will be proper that a public Proclamation ſhould be made of theſe Tranſactions, that the Natives as well as Europeans may be fully informed of the Grant made to you, with the Reſervation of the Rights of Sovereignty to the Company.

" I mean, as ſoon as it is in my Power, to fix a proper annual Compenſation to be made by you for the Grants of the Mint and Cutwally, to tranſmit you Sunnuds for them, to continue in Force during your Life; but I muſt wait for Information from Mr. Fowke to enable me to ſettle theſe Matters.

" The other Sources from which the Nabob of Oude drew a Revenue will alſo be granted you, that you may poſſeſs an uncontrouled and free Authority in the Regulation and Government of your own Zemindarry; and Mr. Fowke is authorized to treat with you, to ſettle the moſt equitable Terms upon which you may obtain theſe Articles.

" Warren Haſtings,
J. Clavering,
Geo. Monſon,
R. Barwell,
P. Francis."

Read, from Book 75, already delivered in, the following Extract of a Conſultation of the 9th November 1775, beginning at Page 860 of the ſame Book.

" Fort William, the 9th November 1775.

Secret Dept. Thurſday.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Lieutenant General John Clavering,
The Honourable George Monſon,
Richd Barwell, } Eſquires.
Philip Francis, }

" Honble. Sir, and Sirs,

" In purſuance of your Inſtructions, of Date the 24th Auguſt, I received on the 21ſt October the Sum of 10,000 Gomſoy Rupees from Rajah Cheite Sing, as a Nuzzaranah in Acknowledgement of the Sovereignty of the Honourable the Eaſt India Company over the Territories of his Zemindarry, Proclamation of which has been made through the City of Banaras, and Perwannahs have been iſſued by the Rajah to the ſeveral inferior Zemindars, with Orders that the ſame be proclaimed throughout their reſpective Diſtricts on the 23d October. I received from the Rajah a Tahud under his Signature in the Form deſcribed; adminiſtered to him an Oath of Allegiance, and delivered to him the Sunnuds of Inveſtiture, and a Khelaut in the Manner you were pleaſed to direct in your Letter of the 12th October.

" I have made a diligent Inquiry into the Nature of the Mint and Cutwally, and hope to be able in a few Days to tranſmit to your Honourable Board a ſatisfactory Account of thoſe Offices.

" I have the Honour to incloſe herewith the Tahud on the Part of Rajah Cheite Sing; and to ſubſcribe myſelf, with the greateſt Reſpect, &c.

" Benaras, (Signed) Francis Fowke.
30th October 1775.

(Signed at the End of the Conſultation)
" Warren Haſtings,
J. Clavering,
Geo. Monſon,
Rich^d Barwell,
P. Francis. (a)

Read, from Book 78, already delivered in, the following Extract of a Conſultation of the 8th January 1776, beginning at Page 526 of the ſame Book.

" Fort William, the 8th January 1776.

Secret Dept.
Monday.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Lieutenant General John Clavering,
The Honourable George Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

" Received the following Letter from Mr. Francis Fowke.

" Honourable Sir, and Sirs,

" I have received the Honour of your Orders under Date the 6th inſtant. The Raja is at preſent employed at ſome Diſtance from Benares in the Reduction of ſome ſeditious Zemindars. His Return is in a few Days expected, when I ſhall be careful immediately to communicate to him your Pleaſure.

" In my Addreſs of the 30th October laſt, I had the Honour to tranſmit to you an Account of the Inveſtiture of Raja Cheit Sing, and from the Fear of unneceſſarily troubling your Honourable Board with the Relation of mere Forms and Ceremonies, had expreſſed myſelf in Terms as conciſe and ſhort as poſſible. Having, upon more mature Reflection, conſidered that the Forms practiſed upon ſuch ſolemn Occaſions are the Evidences of Sovereignty and Subjection, and ſhould conſequently ſtand on the Records of the Honourable Company, I have thought it my Duty to lay before your Honourable Board the following particular Account of this Ceremony:

" The Raja's Palace being ſituate on the further Side of the River would have much impeded the Proceſſion of this Ceremony to it. It was further judged proper, and by the Raja himſelf propoſed, that he ſhould ſhew a Reſpect to the Power from whom he received this Honor, by advancing from his Palace to meet it. In conſequence of this, Tents were erected upon a Plain on the Weſt Side of the City, to which the Raja proceeded in the Morning of the 23d October, attended by all his Officers and the principal Inhabitants of the Place. Upon his giving me Information of his Arrival at the Spot, I ſet out in my Palenqueen, and proceeded ſlowly towards the Tents, my Father accompanying me, and a Servant carrying with him the Khelaut upon an Elephant. I alighted at ſome ſmall Diſtance from the Tent, where the Raja advanced to meet me, and conducted me in. After an Exchange of the uſual Compliments, the Rajah propoſed that we ſhould retire into a ſmaller Tent, which we accordingly did; the Raja himſelf attended by his Dewan Moonſhy and Two other Servants, and my Father accompanying me with my Moonſhy and another Servant attending, the Tahud was then read to the Raja, his Seal by his Direction affixed to it, and the Inſtrument itſelf delivered into my Hands. The Raja then directed all his Servants except his Dewan to retire, and in Preſence of myſelf, my Father, and my own Two Servants, took an Oath of Fealty to the Honourable the Eaſt India Company, ſwearing upon his Sword to obſerve inviolably his Allegiance to the Honourable Company, and to enter into no Engagement or Alliance with any other Power whatſoever. I had before conſidered the kind of Oath that would be the moſt proper upon this Occaſion, and having learnt that this of his Sword was highly ſacred, and at the ſame time exempt from a Degree of Diſgrace attending ſome kind of Oaths, I had conſented to his taking it. The Raja's Servants were after this called again into the Tent; the Sunnuds were read to him, and I delivered them, together with the

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(a) Vide Appendix, N° CCXV.

Honourable the Governor General's Letter, with my own Hand to the Raja. We then returned into the large Tent, where the Khelaut was produced, and put on by the Rajah, at which I aſſiſted ſo much as to make the Act my own; and at the Concluſion delivered a Sword and Shield into his Hands, and the Elephant and Horſe were brought forward to the Door of the Tent. During the Performance of this Ceremony the Raja's Chubdars and Servants repeated Words of ſimilar Import to thoſe of "God ſave, and long live, the Honourable Company." The Rajah after this made Three ſeveral low Obeiſances, as to the Power from whom he had received this Honour; and, taking his Leave of me, left the Tent upon an Elephant. I got into my Palenqueen ſoon after, and was ſaluted at my Departure by a Diſcharge of ſome Pieces of ſmall Artillery, which were drawn up before the Tent.

" I have not been wanting to remonſtrate to the Raja againſt the Tardineſs of his Payments of the Kiſt, but hitherto without Succeſs; having to this Time received only Seven Lacks and Nine thouſand of Ten Lacks which are due.

I am, &c. &c.

" Benares, 20th Dec. 1775. (Signed) Francis Fowke.

(Signed at the End of the Conſultation)

" Warren Haſtings,
J. Clavering,
Geo. Monſon,
Rich^d Barwell,
P. Francis."

Read, from Book 6, already delivered in, the following Extract of a Letter from the Governor General and Council, to the Court of Directors, dated the 11th September 1775.

" To the Honourable the Court of Directors for Affairs of the Honourable the United Company of Merchants of England trading to the Eaſt Indies.

" Honourable Sirs,

" Par. 10. In our Letter of the 3d Auguſt, of which you will receive a Duplicate by this Ship, you are adviſed of the Acquiſition of the Territories of Raja Cheyt Sing to the Company, and of the Steps which we had then taken towards ſettling with him for the Zemindarry. On the 16th of that Month we again took this Subject into Conſideration, and called the Vakeel before us, who had received an Anſwer from his Maſter to our Firſt Offer; but not being able to aſcertain from him the Fineneſs and Quantity of the Silver of the Gourſhay Rupees, in which Coin the Tribute from the Rajah is to be paid, nor the exact Amount which the late Farmers of the Mint and Cutwally at Benaris, and the Cutwally at Juanpore, had paid annually to the Nabob and his Officers for the Grant of thoſe Articles, we judged it neceſſary to appoint a Perſon to proceed to Benaras, to make ſundry local Inveſtigations into theſe and other Points, to enable us to come to a final Adjuſtment with the Rajah; and we accordingly appointed Mr. Francis Fowke. In the mean Time we agreed that the Raja ſhould continue to pay, at Benaras, the exact Sum, and in the ſame Species of Rupees, as he had paid to the late and preſent Nabobs of Oude; that is to ſay, 23,72,656 12 Gourſhay Rupees, excluſive of the Mint, Cutwally, and other Articles, which the Nabob held in his own Right.

(Signed at the End of the Letter)

" Fort William,
the 11th September 1775.

" Warren Haſtings,
J. Clavering,
Geo. Monſon,
Rich^d Barwell,
P. Francis."

Read, alſo, from the ſame Book, the following Extract of a Letter from the Governor General and Council to the Court of Directors, dated the 15th January 1776.

" To the Honourable the Court of Directors for Affairs of the Honourable United Company of Merchants of England trading to the Eaſt Indies.

" Honourable Sirs,

" Par. 14. The Amount of the yearly Tribute of the Raja Cheyt Sing, fixed by his Treaty with the late Nabob of Owde, was Barnaras R^s 22,48,449, beſides which we find that he paid a farther annual Tax, under the Head of Nuzzerana, of R^s 90,000, which, conſiſtently with our Reſolution to exact the ſame from him as he paid to the late Vizier, we think the Company had an undoubted Right to, and therefore we reſolved to fix the Sum, adding the Value of a few Articles, which we had left the Settlement of to Mr. Fowke, at Barnaras R^s 23,40,209, or Sicca R^s 22,66,180—1191 Dec^r. We have authorized Mr. Fowke to treat with the Raja for the Payment of this Sum by monthly Inſtalments at Calcutta, and we have Reaſon to hope, from the Conceſſions we have made to him, in the Articles of the Mint, and Cutwally, that he will take upon himſelf this Remittance on moderate Terms. Mr. Fowke has received from him 7,09,000 R^{s} to the 20th ult. and we have directed him to remit this Amount through the Hands of the Raja, or by Bills obtained from the Merchants of Banaras.

" 15. It appearing that the Coinage ſtruck for many Years paſt in the Mint at Barnaras, had been debaſed in proportion to the annual Rent paid by the Perſon who farmed it to Government, we thought it adviſeable to fix a proper Weight and Standard to be invariably obſerved by the Raja, in all Money which might be coined, on Pain of forfeiting the Mint, and being liable to any Penalty the Board might think fit to impoſe on the firſt Inſtance of any Deviation; and to obviate any Objection on his Part, we have relinquiſhed the Sum which had been uſually paid for that Farm.

" 16. Conceiving alſo, that no Profits could be juſtly yielded by the Cutwallies above the Expence of their Eſtabliſhments, we were unwilling to encourage Oppreſſion, or to furniſh a Pretence for the Raja, or his Miniſters, to introduce or give Sanction to any venal Perquiſites in his Courts. We alſo remitted the Sum commonly paid to the Nabob for a Grant of them.

(Signed at the End of the Letter)

" Fort William,
15th January 1776.

" Warren Haſtings,
J. Clavering,
Geo. Monſon,
Rich^{d} Barwell,
P. Francis."

The Counſel for the Defendant informed the Houſe they had now finiſhed all their written Evidence relative to the Preamble of the Charge.

Then the Counſel for the Defendant requeſted Permiſſion to examine the Lord Viſcount Stormont.

Whereupon the Lord Viſcount STORMONT, being ſworn at the Table by the Lord Chancellor, was examined, as follows:

Q. Does your Lordſhip recollect, when you were Ambaſſador in France, in the Year 1777, to have ſeen Mr. Alexander Elliot at Paris, in his Way from England to India?

A. I certainly do.

Q. Whether your Lordſhip, at that Time, made any Communications to Mr. Alexander Elliot reſpecting the Deſigns which the French Court then entertained againſt India, and upon any intended Invaſion of our Territories in India?

A. I conceive the beſt Manner in which I can anſwer the Queſtion will be, to give as ſhort an Account as I can of what paſſed with Mr. Elliot.—I ſaw Mr. Elliot ſeveral Times at the Period alluded to.—I did not then, when he came to Paris, know him perſonally, but I knew perfectly well the high Character he bore, and the Eſtimation in which he was held by the Eaſt India Company.—I knew that he was in the Confidence of the Direction—I endeavoured, in ſome Converſations I had with him, to extract from him, as far as I could, whether he was, or was not, informed of any Alarms conceived by the Eaſt India Company. Upon repeated Converſations with him on that Subject, I found that he was not; and I conceived from thence that the Eaſt India Directors had no Alarms of the Deſigns of France. It was rather a difficult Situation for me to act in, as there was not a Poſſibility, in point of Time, of receiving Orders from my Court. After ſome Heſitation, I told Mr. Elliot, that, having conceived the higheſt Opinion of his Abilities and Secreſy, I would take upon myſelf to do that which I perfectly knew was irregular, but what I thought warranted by the Occaſion—That I did think I had Intelligence to communicate through him, who was going immediately to India, that might be of Importance; but that before I ſaid a Word to him upon the Subject, I muſt annex one Condition: " He muſt engage to communicate the Intelligence which I ſhould mention to him, in the ſame Words, and as nearly as could be, at the ſame Point of Time, to Mr. Haſtings and to Sir John Clavering." To the beſt of my Recollection, I added, " that though I knew their Differences upon many Points, I was perſuaded that both of them were equally anxious, and equally deſirous of obſtructing any Deſigns, open or ſecret, of the Court of France." He readily agreed to that Condition; and I then dictated to him the Intelligence that I thought material, and which he took down in his Pocket Book; and, as he told me, wrote it in the Perſian Language, thinking that the beſt Cypher he could uſe. I never took any Minute of what I dictated to Mr. Elliot; but I have read Mr. Elliot's Letter as reported in a printed Book of the Minutes of the Committee of the Houſe of Commons—I have read it lately. It is impoſſible, at this Diſtance of Time, to be certain they are accurate, as to the Words I uſed, but I am certain they are perfectly accurate as to the Subſtance of the Intelligence, which in every Part, to the beſt of my Memory, agrees exactly with what I ſaid to Mr. Elliot—It will therefore, I believe, be an Aſſiſtance to my Memory, and the correcteſt Manner in which I can give my Evidence, if you will permit me to read that Paſſage; for I am certainly the Perſon to whom Mr. Elliot referred; and all I ſhall add to that Account is, that I did recommend Secreſy to him, for obvious Reaſons, ſtating to Mr. Elliot my Opinion, that the Intelligence I gave him was to be relied upon.—I had that Opinion at that Time, and I retain it now."

Then the Book alluded to by the Lord Viſcount Stormont was ſhewn to him; and he read, as follows:

" Honourable Sir, and Gentlemen,

" Having been fortunate enough to obtain ſome Intelligence, before I left Europe, in which the Intereſts of the Eaſt India Company, and the Influence of Great Britain in India, appear to be deeply intereſted, I think it incumbent upon me to take the earlieſt Opportunity of communicating it to your Honourable Board. I am concerned at the ſame Time to be under the Neceſſity of laying the Facts only before you, without having it in my Power to point out the Channels through which the Intelligence was conveyed to me, as my Promiſe was moſt particularly taken before I was myſelf intruſted with it, that I ſhould conceal the Names of the Perſons from whom I received the Information."

Then the Lord Viſcount Stormont proceeded in his Evidence, as follows:

" I muſt ſtop a Moment here to obſerve, that Mr. Elliot has perfectly complied with what was the Condition; namely, That he ſhould not communicate it to the Board; but my Intention was to leave him at Liberty to communicate from whom he had the Intelligence to Mr. Haſtings and Sir John Clavering, and to them alone.—I drew the Line there, that it ſhould be communicated to Mr. Haſtings from the Situation in which he ſtood, for I had no perſonal Acquaintance with him ſince we parted at Weſtminſter School; and as to Sir John Clavering, he was a Perſon with whom I had the moſt intimate Acquaintance.

Then the Lord Viſcount Stormont read a further Extract from the ſame Book, as follows:

" It was not without ſome Difficulty that I obtained Permiſſion to inform the Governor General and Sir John Clavering of this material Circumſtance; and that only upon Condition that they ſhould not truſt it to the Records of the Company, however ſecret they might be."

The Lord Viſcount Stormont ſaid:

" That was the expreſs Condition."

And then the Lord Viſcount Stormont proceeded to read a further Extract, from the ſame Book, as follows:

" The Opinions which thoſe Gentlemen muſt form, as to the Authenticity of the Facts which I now propoſe myſelf the Honour of laying before you, will be a ſufficient Juſtification of me for addreſſing you in this Letter.

" It appears by the Information to which I allude, that Monſieur Sartine, Miniſter de la Marine of France, has concerted with Three or Four of the principal Miniſters of that Country, a Scheme, the Object of which is the total Overthrow of the Engliſh Intereſts in India; that he was ſenſible, the Force which France could herſelf bring againſt our Settlements would prove inſufficient for ſo great an Undertaking, and had therefore thought it neceſſary to the Completion of his Views, to begin by intriguing with the Country Powers, and by endeavouring to ſecure them in the Intereſts of France, in Oppoſition to thoſe of G * Britain—That, for the Purpoſe, it was reſolved to ſend a Perſon to India, with full Powers, in the Character of Agent; and likewiſe to ſend out Perſons who in the Information are called † Des Exerceurs, to diſcipline the Natives of India, and a conſiderable Quantity of Arms and Military Stores. The Perſon who was nominated to this Office was deſcribed to me as One who had before been in India. He was to go to Pondicherry firſt, but to aſſume no public Character, that he might not be ſubjected to the Suſpicions of the Engliſh. He is furniſhed with Letters from the Court of France to all the Country Princes of any Note in India, to be uſed at his own Diſcretion. He likewiſe carries out Preſents of conſiderable Value, which he is to diſtribute as he may judge neceſſary. The Subſtance of his Inſtructions are as follows: To treat with ſuch of the Country Powers as he may have Reaſon to think will moſt readily aſſiſt the Views of France, and to form Alliances with them in the Name of the King of France. To endeavour to perſuade the Country Powers to fall upon the Engliſh Settlements; and he is authorized to promiſe ſuch as will accede to his Propoſal, the warmeſt Support of his Nation, ſecretly, till Hoſtilities are actually commenced, and then openly. He is warned however, in his Inſtructions, that France is not to take the Lead in the War, but is to come in as an Aſſiſtant only. The Perſon from whom I learn theſe Particulars knows for certain that the Agent ſailed from Marſeilles, in the Beginning of April laſt, but was

* Sic in Orig.

† Sic in Orig.

unacquainted with his Name, and unable to inform me for certain what Road he had followed to India, but ſeemed to be of Opinion, that he muſt have paſſed over to Alexandria, in the Intention of embarking at Suez for India."

Then the Lord Viſcount Stormont proceeded in his Evidence, as follows:

"This, my Lords, I think, as far as I can ſpeak upon ſo diſtant a Memory, to be the very Language I held;—but certain I am (which is the only material Part) that it is perfectly correct and true as to the Subſtance of the Information I gave."

The Counſel for the Defendant informed the Houſe, That the Letter from which the above-mentioned Extracts were read, was entered in Book 76 on the Bengal Secret Conſultations.

The above Extracts were accordingly read from Book 76, already delivered in, from a Conſultation of the 2d of February 1778.

"Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Richard Barwell,
Philip Francis,
Edward Wheler, } Eſquires." (a)

The Counſel for the Defendant informed the Houſe, They ſhould next proceed to lay before the Houſe Evidence relative to the Firſt Demand of Five Lacks of Rupees from the Rajah Cheit Sing, in the Year 1778, charged to have been made through Malice, and under Pretence of a War in India, of which the Defendant had not any authentic Accounts.

Read, from Book 13, already delivered in, the following Extract of a Conſultation of the 7th of July 1778, beginning at Page 236 of the ſame Book.

"Fort William, 7th July 1778.

Secret Dept.
Thurſday.

"At a Council; Preſent,
The Honourable Warren Haſtings, Governor General;
Richard Barwell,
Philip Francis,
Edward Wheler, } Eſquires.

"Honourable Sir, and Sirs,

Mr. Baldwin at Cairo. War between France and England.

"In my Quality of Agent to the Honourable the Eaſt India Company, it may ſeem incumbent upon me to communicate to their Preſidencies in India any Intelligence which may affect their Intereſt or Safety; but I am in no Doubt, in the preſent Criſis of public Affairs, of its being my Duty as an Engliſhman; I therefore have the Honor to lay before your Honble. Board, a Sequel of the Advices arrived ſince the Departure of Captain Thirtleton on the 7th of April from Suez.

"On the 27th following I received an Expreſs from my Agent at Alexandria, dated Alexandria the 25th of April 1778, containing the following Advice, viz.

'Laſt Night came to an Anchor in this Port, a Venetian Ship under the Command of Captain 'Tanabochia, being only Nine Days upon his Paſſage from Coron, in Mocca, who brings 'Advice, That before his Departure from Coron a French Tartan came in there with public 'Diſpatches for the French Conſul, intimating the Declaration of War with England, and that 'an Engliſh Squadron had fell in with and taken Twenty-eight Sail of French Ships laden with 'Warlike Stores for America.' The French Merchants have received the ſame Intelligence at the ſame Time, and I thought it too conſonant to the Situation of Public Affairs not to take proper Notice of it. Captain Pruen was that Day going to Suez in order to depart, and I thought it right to preſent him with the following Letter; viz.

"To Lieutenant Aſhuread Pruen.

"Sir,

"I have juſt received Intelligence from Alexandria, dated the 25th inſtant, to the following Purport: (Here was inſerted the Copy of the before mentioned Paragraph.)

'Now, Sir, as this Intelligence ſeems more than probable, and a Confirmation or Contradiction 'may arrive in the Courſe of a Week, you may think it your Duty to retard your propoſed Depar'ture, in order to convey Information of ſuch Importance to the Company's Affairs into India, it is 'mine to offer it to your Conſideration.

(a) Vide Appendix, Nº CCXVI.

'All the lateſt Advices from Europe gave us the beſt founded Expectation of ſuch an Event; 'and the unuſual Delay of ſome expected Merchant Ships from Marſeilles, give us room to conjecture that an Embargo may have been laid upon all Shipping for the Purpoſes of the War. In 'order to get the beſt Eclairciſements poſſible of the Intelligence brought by the Venetian Captain, 'and to gain Time, if his Report ſhould be true, I ſhall immediately detach a Meſſage to 'Alexandria, with Directions to my Agents there, to entreat the Venetian Captain to make a 'regular Depoſition of the Advice he brings, to affirm it in the Preſence of Witneſſes, and to ſend 'it to me immediately. The Meſſenger will be back in Seven Days.

'I dare not venture my Opinion, whether the Service may be an acceptable one or not to the 'Honble. Company, ſince I met with ſuch a Diſappointment in the Event of my beſt meant 'Exertions in their Service laſt Year; but at all Events the Public will receive a Benefit from it, 'and Public Good is the Object which employs me in the preſent Addreſs.

'I am, &c.

'Cairo, 27th April 1778.

George Baldwin.'

"Mr. Pruen anſwered me, that he would poſtpone his Departure from Suez until the Return of the Expreſs from Alexandria, and I diſpatched the Meſſenger the ſame Moment. In Five Days more a more important Meſſenger arrived to the French. On the Second of May, in the Evening, being in Converſation at a French Houſe where moſt of the French Gentlemen aſſemble, Letters were brought in expreſs from Alexandria, and diſtributed ſeverally as they were addreſſed. Monſ. Noel Olive, a young Gentleman, was the firſt that had peruſed the Advices, and upon being aſked impatiently by the Count de Stanlefort, next to whom I ſat, what was the News, Monſ. Olive made Anſwer, greatly agitated in his Spirits, that the Tartan was arrived from Marſeilles, bringing Advice that the War was declared at Paris on the 30th of March againſt England. The Count turned to me, ſaying, he was extremely ſorry, and we mutually exchanged our Wiſhes that it might not be of long Duration. I mention this to prove that I could not have been miſtaken in my Comprehenſion of Monſ. Olive's Intelligence; it merited, notwithſtanding, ſome cloſer Enquiry, and I have diſcovered, from unqueſtionable Authority, that the State of Things are really as follows; viz. 'The Court of France, predetermined to break with England, or ſeeing a War 'inevitable, iſſued Orders to the Chamber of Commerce at Marſeilles, to diſpatch Tartans to all 'the Ports in the Mediterranean, directing the Conſuls to put all their Subjects upon their Guard. 'That on the 26th of March the Tartar ſailed from Marſeilles with theſe Orders, and her Progreſs 'has ſince been to Algiers, Tunis, Tripoly, and Malta, and laſtly at Alexandria. The Captain 'of the Tartan reports, That being at Malta on the 16th of April, a Courier arrived there with 'Advice of the Declaration of War at Paris on the 30th of March. The French Merchants of 'Cairo want to conceal this Advice, but the many concurring Circumſtances make it too ſtrong a 'Preſumption not to give it the moſt implicit Credit.' The private Advices obtained by indirect Means from the French Merchants themſelves, confirm all theſe Reports; and ſay more, that the Government at Marſeilles had ſequeſtered Two Engliſh Veſſels then in that Port, and had made the Crews Priſoners. But as ſtrong a Confirmation as any is, in a private Letter from the moſt capital Houſe of Marſeilles to a French Merchant here; it is dated the 25th of March. I read it; it ſays thus, 'By the Courier juſt come in from Paris we receive Aſſurances that Lord Stormont 'has been recalled, and that England declared War againſt France on the 18th current, in Con'ſequence of which Advice the Mahon Packet Boat made Sail immediately for Mahon.' This I atteſt to upon Oath, and that every Circumſtance herein recited is the Report of the French themſelves; the Arrival of the Tartan is manifeſt to all the World. To add however Weight to theſe Aſſertions, and to give ſuch a Degree of Authenticity to an Intelligence which may ſo deeply affect the Councils of all India, as ſeems proportioned to, or rather neceſſary to its Importance, I have entreated the Engliſh Gentlemen, fortunately at preſent in Cairo, to ſubſcribe to the following Opinion; viz.

'That many of us were preſent on the 2d inſtant May, at the Converſation when the French 'Advices arrived; that we have ſeverally heard the above Reports confirmed from different People; 'that it is the firm Opinion of every one of us, that the War is unqueſtionably declared, and that 'it is for the Intereſt of the Nation that the Intelligence ſhould be conveyed to India as ex'peditiouſly as poſſible.'

"Cairo, 4th May 1778.

Signed,
John Shaw, who can affirm to this by Letters from Alexandria and Leghorn.
Jaˢ Home,
M. H. Graves,
Willᵐ Browne,
Wᵐ Barrington,
Jaˢ Sutherland,
James Amos,
George Skipp,
Richᵈ Hughes.

"With the above Authority I truſt, Honble. Sir, and Sirs, you will juſtify my Zeal in haſtening away this Diſpatch. I have only another Obſervation to make which leads to the general Concluſion, that the Merchant Ships expected from Marſeilles have ſuſpended their Voyages, and confirm my Conjectures of the Embargo laid upon the Shipping there. This conſidered with the other weighty Circumſtances have determined me not to wait the Return of the Expreſs from Alexandria: Five Ships are at Suez by whom any momentous Intelligence can be conveyed if I ſhould receive Orders, or the * Enigency ſhould require it. I entreat the Honor of your Protection, and ſubſcribe moſt reſpectfully, &c.

* Sic in Orig.

"Cairo, 4th May 1778. Geo. Baldwin.

"Poſtſcript.

"While the above Diſpatches were cloſing, came in the Return of my Expreſs from Alexandria, bringing with him Letters arrived by a French Veſſel from Leghorn, dated the 9th April.

"The Venetian Captain has wrote me a Letter, in which he confirms Word for Word the Intelligence handed me by my Agent, as inſerted in the Firſt Part of this Diſpatch. My Agent further writes me, 'That upon the Arrival of the Tartan at Alexandria, the French 'Conſul aſſembled all the French Subjects there, and communicated to them the Orders of 'his Court, which conſiſted in informing them that they were to guard againſt the Engliſh 'Ships at Sea, who they were thenceforward to conſider as their open Enemies.' (*a*)

(Signed at the End of the Poſtſcript)
"Geo. Baldwin.

(And at the End of the Conſultation)
"Warren Haſtings,
Richd Barwell,
P. Francis,
Edwd Wheler."

To prove the Tranſmiſs of the Intelligence of War from the Two other Preſidencies of Madras and Bombay,

Read, a further Extract from the ſame Conſultation, beginning at Page 243 of the ſame Book.

"Fort St. George.

"Honble. Sir, and Sirs,

"The Company's Ship Morning Star is juſt arrived from Bombay with a Letter from the Preſident and Council there, encloſing Accounts from Mr. Baldwin at Cairo, by which we are adviſed that War was actually declared by Great Britain againſt France on the 18th March laſt, and by France againſt Great Britain on the 30th of that Month. The Gentlemen at Bombay inform us that they have ſent the ſame Advices to you by the Morning Star, we ſhall not therefore detain the Veſſel to ſend you a Copy of what we have received, but will tranſmit Copies to you by the Oſterly and Groſvenor, which will ſail for Bengal To-morrow. (*b*)

(Signed at the End of the Letter)

"Fort St. George,
the 25th June 1778.
Thos Rumbold, &c. Council."

Read, alſo, further Extract from ſame Conſultation, beginning at Page 235 of the ſame Book.

Bombay.

"Gentlemen,

"We diſpatch the Company's Veſſel the Morning Star expreſs to convey to you a Packet this Day received from Mr. Baldwin at Grand Cairo; and for greater Security we alſo tranſmit Copy of his Letter to us, received at the ſame Time, containing Intelligence next to a Certainty of War being declared between France and Great Britain.

"By this Veſſel we have ſent Advices of the ſame Import to the Preſidency of Madras, and Sir Edward Vernon. (*c*)

(Signed at the End of the Letter)

"Bombay Caſtle,
12th June 1778.
Wm Hornby,
&c. Council."

(*a*) Vide Appendix, No CCXVII. (*b*) Vide Appendix, ibid. (*c*) Vide Appendix, ibid.

To prove the Meaſures unanimouſly reſolved on by the Board in conſequence, and that the ſame were general Meaſures of Proviſion againſt Hoſtilities,

Read, a further Extract from the ſame Conſultation, beginning at Page 245 of the ſame Book.

To prepare to attack Pondicherry.

" As the Truth of the Intelligence contained in the above Letter from Mr. Baldwin at Suez is not to be doubted, and as it muſt be ſoon followed with an authentic Confirmation of the Fact, the Board judge it neceſſary to take their Meaſures immediately upon it: They are of Opinion, that the moſt effectual Step for guarding againſt any hoſtile Deſigns of the French in India, would be to take immediate Poſſeſſion of Pondicherry; a Step ſo obvious, that they entertain very ſanguine Hopes, that the Preſident and Council at Fort S^t^ George will have already reſolved to carry it into Execution; but, leſt they ſhould not, it is unanimouſly agreed, that it be ſtrongly recommended to them to order a proper Force to march directly towards Pondicherry, and to prepare to take Poſſeſſion of that Place on the Inſtant that they ſhall receive a Confirmation of the News of a Rupture between France and England.

To form an Alliance with Hyder Ally.

" The Governor General informs the Board, that he has been adviſed, by ſeveral Letters received from Mr. Rumbold, that Hyder Ally Cawn had very urgently ſolicited an Alliance with the Company by repeated Letters, and a Perſon of Truſt expreſly deputed to him for that Purpoſe. As it is a Point of very great Importance to take the moſt early Means for ſecuring the Friendſhip of Hyder Ally, and to prevent the French from engaging him in their Intereſts, the Governor General ſubmits to the Board the Propriety of recommending this Meaſure in very earneſt Terms to the Preſident and Council of Fort S^t^ George. A Treaty already ſubſiſts betwixt the Company and Hyder Ally, to which he thinks that the Preſident and Council of Fort S^t^ George may be inſtructed to join ſuch additional Conditions as will ſerve to cement a good Underſtanding with him, and to inſure his Aſſiſtance; but carefully to avoid any Engagements which might draw their Forces from the immediate Protection of the Company's Poſſeſſions, and of the Payen-gaut.

" Agreed to the Meaſure above recommended by the Governor General; and

" Reſolved, that the following Letter be immediately written and diſpatched to Fort S^t^. George.

To Fort St. George.

" Gentlemen,

" We have juſt received your Letter of the 25th June, by the Morning Star.

" We have alſo received, by the ſame Conveyance, Letters from the Preſident and Council at Bombay, and from Mr. George Baldwin at Grand Cairo, informing us, that a War has been declared between France and England.

" As the Intelligence communicated by Mr. Baldwin is too well authenticated to leave any Doubt of the Truth of it, we expect that it will ſoon be confirmed by Authority; in the mean Time, however, it is our Duty to be active in preparing Meaſures to guard againſt the Deſigns of the French in India: The firſt and moſt effectual Means of preventing the ill Conſequences of them will certainly be to take immediate Poſſeſſion of Pondicherry. We therefore earneſtly recommend it to you to march a proper Force for that Service directly towards Pondicherry, and hold them in Readineſs to attack that Place the Inſtant the News of the War ſhall be confirmed.

" The utmoſt Secrecy ſhould be obſerved on this Occaſion; and we have no Doubt that you will take every Precaution to maintain it.

" We underſtand that the Nabob Hyder Ally has urgently ſolicited an Alliance with the Company by repeated Applications to your Preſident. As we deem it a Point of very great Importance to take the moſt early Means to ſecure the Friendſhip of this Chief, and to prevent the French from engaging him in their Intereſts, we ſtrongly recommend it to you, to negociate and conclude ſuch Conditions with Hyder Ally, in Addition to the preſent Treaty ſubſiſting between you, as may ſerve to cement a good Underſtanding with him, and to inſure his Aſſiſtance in caſe of Neceſſity, carefully avoiding any Engagements that may draw the Company's Forces from the immediate Protection of their own Poſſeſſions, and of the Payen-gaut. (a)

" Fort William, the 7th July 1778." " We are, &c.

(a) Vide Appendix, N° CCXVII.

Read, from Book 13, already delivered in, the following Conſultation of the 9th July 1778, beginning at Page 1 of the ſame Book.

" Fort William, the 9th July 1778.

Secret Dep. Thurſday.

At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Richard Barwell, Philip Francis, Edward Wheler, } Eſquires.

" Read the Proceedings of the 7th inſtant.

" The Governor General having ſent the following Note to the Secretary on the Evening of the 7th inſtant, it was immediately ſent round to the other Members of the Board, and the Meeting of the Council poſtponed accordingly till this Morning:

" Sir,

The Gov. Gen. to the Secretary.

" Fearing that the Shortneſs of Time will not admit of my being prepared for the propoſed Meeting of the Council To-morrow, I deſire that you will inform the Gentlemen of the Board, that it is my Wiſh to poſtpone it, with their Permiſſion, to Thurſday.

" I am, &c.

" J. P. Auriol Eſq." (Signed) Warren Haſtings."

" The Governor General delivers in the following Minute:

Governor General's Minute.

" I ſtate the War with France as a Fact of undoubted Certainty. It is the Part of this Government to conſider in what Manner it is likely to affect the Britiſh Poſſeſſions in India, and to provide accordingly for their Security. This muſt compriſe and limit all our Operations. In the View of the opening Scene, the relative Conditions of the Parties engaged in it will merit our firſt Attention, and cannot fail to engage it by the ſtriking Contraſt which appears between them; and I mention it becauſe I think it an eſſential Point in the Conſideration of our firſt, and perhaps our future Meaſures.

" Great as the Power is which the Britiſh Nation has acquired in India, compared with that of its Rival, its general Line of Action is and muſt be purely defenſive. It can gain, the French loſe nothing. Even the Capture of Pondicherry, and of the other Poſſeſſions of the French, will yield no poſitive Advantage to the Engliſh, although it will deprive the French of their Inſtruments of Attack, and thereby affect our own Safety.

" From this Point, therefore, all our Concluſions muſt originate, and all our Meaſures be ſo laid as to obviate or to oppoſe the probable Deſigns of our Enemies. Their firſt Attempts will be againſt Bombay or Fort St. George. Bengal will be their laſt, at leaſt their diſtant Object.

" The Preſidency of Fort St. George poſſeſſes in itſelf the complete Means of Defence. We can add nothing to them, but in the Effects of our political Arrangements. We have always yielded it a large Supply of Treaſure. It requires no other preſent Aid.

" Bombay requires every Thing. Weak in itſelf, and entangled rather than ſtrengthened by its diſſipated Poſſeſſions on the Continent, it can only defend itſelf againſt a direct Invaſion; and to that it is perhaps equal, if it has to contend with the French alone; but this is unlikely. The laſt Advices from Poona contain ſuch Evidence as the Event itſelf muſt ſoon refute or realize, of an Engagement actually made by the French Miniſter there to bring a large Military Force to Poona, profeſſedly deſigned to act with that Government againſt Ragoba, who at that Time reſided at Bombay, under the Engliſh Protection.

" In Effect, this is the obvious Policy which the French ought to adopt, if they ſeek to regain their Influence in India, and it is no longer to be doubted that they have adopted it. They have beſides an ancient Claim to the Alliance of Nizam Ally, which is inſured by their incidental Union in a common Cauſe, the Defence of the ruling Adminiſtration at Poona, of which his Letters to Mr. Rumbold and the Nabob of Arcot afford an undoubted Proof.

" It is then certain that the French mean to eſtabliſh a firm Intereſt at Poona. It is probable that they will effect it. The Conſequences may be the Attack of Bombay, or, without it, the Re-union of the vaſt Powers of the Maratta State under its preſent Government, ſtrengthened by ſo formidable an Alliance; and a predatory War brought by their united Force into the Dominions of our Ally the Nabob of Owd, or even into the Heart of our own.

" To guard againſt ſuch Conſequences ought, in my Opinion, to be our firſt Object, both for the immediate Defence of Bombay, and the further Security of Bengal. We cannot ſend ſuccours directly to Bombay. If Bombay ſhould be attacked by the French unſupported by a Maratta Alliance, I have already ſaid that I hope its preſent Force is equal to its Defence: But if it ſhould be attacked, or in certain Danger of being attacked, by the French and Marattas in Alliance, an offenſive War muſt be undertaken in Defence of Bombay.

" The Detachment under Colonel Leſlie may be employed in this Service. It can be ſpared without Danger to Bengal, which is ſecure from a preſent Invaſion, and can ſoon be replaced. But it conſiſts of a Force too inconſiderable to engage ſingly in ſuch a Conteſt. Unleſs it can be aſſiſted by an Ally equal in Power, or ſo nearly equal to that of the Peſhwa, as to give our united Strength a Degree of Superiority over the Combination to which it would be oppoſed, the Undertaking would be too hazardous. Modajee Booſla, the Chief of Berar, anſwers to this Deſcription. His Family has always borne a conſiderable Rank among the Powers of India. His Father, Ragojee, ſubjected the Provinces of Bengal to the Chout, under the Government of the moſt able Chief that ever ruled them. His elder Brother, Jannoagee, attacked and burnt the City of Poona at a Time when the Power of the Peſhwas far exceeded its preſent State, and the Maratta Conſtitution reſpecting Berar was undivided. His Dominions extend from the Sea Coaſt of Oriſſa, and from the Weſtern Borders of Bengal, to the Neighbourhood of Aurengabad. His Revenues, though not proportionate to their Magnitude, is * conſiderable, and his ſtanding Forces are numerous, excluſive of the Militia, which, in all the Maratta States, is always ready to join the regular Armies when they take the Field. While the Conteſt prevailed between Ragonaut Row and the Miniſterial Party, Moodajee ſided with the former, his Brother with the latter. This Conduct drew on him the Reſentment of the Miniſters, who, as ſoon as they were freed, by the Interpoſition of this Government, from the Dread of their great Competitor, encouraged and ſupported the Nabob Nizam Ally Cawn, in an Invaſion of his Country, which at that Time had not yet recovered from the Diſtractions occaſioned by the Contention between the Two Brothers. On this Occaſion he was glad to purchaſe a Peace of Nizam Ally Cawn, with the Loſs of ſome Forts of Conſequence, the Remembrance of which he ſtill retains, with a Determination to avail himſelf of the Firſt Opportunity to reclaim them.

* Sic in Orig.

" As the Provinces which are now united under the Government of Berar are a conſtitutional Part of the Maratta Empire, a natural Enmity muſt ever ſubſiſt between them who poſſeſs the Sovereign Authority, and the Rulers of Berar; the former looking to the Recovery of their unalienable Rights, the latter jealous of their Independency. Thus Moodajee may be conſidered as the certain Enemy of the Peſhwa, into whatever Hands the fluctuating State of the Parties at Poona may throw his Adminiſtration. But a late Event has given Modajee Pretenſions to a Rank even more elevated than that of the Peſhwa. I need not inform the Board, that the Power which the Peſhwa poſſeſſed for about Forty Years paſt, is an Uſurpation on the Sovereign Authority veſted by the Conſtitution in the Raja. Raja Sâboo, the laſt who retained it, having no Children, adopted Moodajee Booſla, and, as I am informed, deſigned him for his Succeſſor. But Ballajee, the Peſhwa or Prime Miniſter, had the Art to deprive Moodajee of the Benefit of this Intention, and to transfer the Inheritance to Ram Raja, who was alſo an adopted Son of Rajo Sâboo, and an Infant at his Death. Ragoojee, the Father of Modajee, inſtantly marched to Poona with a formidable Army, and by a Negotiation of a Day, obtained, for the Surrender of his Son's actual Pretenſions, a large Acceſſion of Territory and other Advantages, ſtill reſerving a future Claim to the Rajaſhip, and refuſing to commit himſelf by any formal Deed in an Acknowledgement of the Title of Ram Raja. From that Time the Grandeur of his Family may be dated. Ragojee continued to authenticate all his public Acts by the Name of Sâboo Raja; and on the Seals which have been affixed to all the Letters which I have received from Shabajee Boſla, and even ſince his Death from his Brother Moodajee, they are ſtiled the Vaſſals of Sahoo Raja. I know not with Certainty what are Moodajee's preſent Views. Ram Raja died in December laſt, and the Succeſſion is either ſtill vacant or but lately filled. Moodajee's Rights are ſtill in force, and unqueſtionably ſuperior to any other.

" I muſt ſuſpend the Thread of this Narrative to relate a Tranſaction which brings it nearer to the Concerns of this Government. An Alliance with the Booſla Family has been long its Object, and conſiderable Advances were made to the Attainment of it in the Adminiſtration of Lord Clive. In the latter End of the Year 1773, Shabajee Booſla ſent a Vakeel to me with Letters containing general Profeſſions of Attachment, but expreſſed with ſuch Warmth as induced me to aim at a formal Connection with him. Finding the Vakeel an intelligent Man, I ſent him back with a Plan for that Purpoſe. Unfortunately Shabajee fell by the Hands of his Brother. But Moodajee himſelf ſoon after adopting his Brother's Line, again deputed the ſame Vakeel to Calcutta; but many Cauſes, which it is unneceſſary to enumerate, prevented me from improving the Diſpoſition of this Chief. A conſtant Intercourſe of Letters, and in ſome Degree confidential, has been kept up between us. On a falſe Rumour of the Death of Ram Raja, foreſeeing the Uſe which might be made of this new Diverſion in the Maratta Policy, I employed the Agency of the Vakeel to excite the Ambition of Moodajee to aſpire to the Sovereign Authority, which ſuch an Event, then probable at leaſt from the infirm ſtate of the Raja, and the Diſtractions at Poona, ſeemed to preſent to him; and I intimated the ſame Advice in a Letter which I wrote at the ſame Time to Dewargur Pundit, the Miniſter of Moodajee Booſla, and the Man whoſe Counſels have long guided the Affairs of that Government. While theſe Letters were on their Way, the Raja died: No Anſwers were given, for the Purport required none, but every Letter ſince received from Moodajee and his Dewan has repeatedly and urgently preſſed the Diſmiſſion of the Vacqueel, for the Purpoſe, as expreſſed, of communicating with him on Affairs of the greateſt Importance. The Vackeel is at this Time with Colonel Leſlie.

" From theſe Facts it will appear, that Moodajee Booſla is by Intereſt and Inclination likely to join in an Alliance with this Government, and that Two Advantages may be offered to him as the Inducements to it. The Firſt is the Support of his Pretenſions to the Sovereign Power; the Second, the Recovery of the Captures made on his Dominions by Nizam Ally. On our Parts we ſhall poſſeſs a powerful Barrier on our Frontier; an Alliance which may counterbalance, and if properly managed, may totally overthrow the preſent Power of the Maratta State, and give us a laſting Aſcendant in its Operations, and for ever diſſipate all the Deſigns which the French have at this Time ſo wiſely, and hitherto ſucceſsfully, concerted for their Aggrandizement and our Deſtruction.

A more fortunate Concurrence of Events could ſcarcely have been conceived, than thoſe which appear of themſelves to draw the Two States of Berar and Bengal into a decided and laſting Union by the powerful Bonds of common Intereſt and common Danger. The Poona Government is the natural Enemy of Moodajee. It is ours by their Connection with our natural and declared Enemy, the French. Nizam Ally is the declared Enemy of both, and the Contiguity of our reſpective Territories, in the wildeſt and leaſt valuable Parts of both, and of Courſe the leaſt ſubject to Competition and Incroachment, renders them important and eſſential to the Strength of both.

" On theſe Grounds I recommend that a Company's civil Servant be deputed to Moodajee Booſla, with full Power to form a Treaty of Alliance between that Chief and the Company, on the Terms herein above ſtated. Theſe may be hereafter detailed in his Inſtructions.

" The Governor General.—It was my Intention, had the Time permitted it, to have extended the above Minute into other Details, immediately required for the internal Defence of theſe Provinces. I can now only ſtate thoſe which are moſt urgent in ſhort Propoſitions. The Reaſons, if neceſſary, may be given ſeparately.

" 1ſt. I propoſe that three additional Battalions of Sepoys be immediately formed upon the Plan recommended by General Stibbert.

" 2dly. That Rajah Cheit Sing be required in Form to contribute his Share of the Burthen of the preſent War, by conſenting to the Eſtabliſhment of Three regular Battalions of Sepoys, to be raiſed and maintained at his Expence.

" 3dly. That the Militia Corps be re-eſtabliſhed for the Defence of the City of Calcutta; and for this Purpoſe, if it ſhall be found neceſſary hereafter, I would further recommend, that the Commiſſioner of Law Suits, with the Aſſiſtance of the Company's Attorney and Standing Council, be inſtructed to prepare a Bill for its legal Incorporation.

" 4thly. That the Maſter Attendant be directed to conſult ſome of the moſt able Seamen of this Port, upon the Means of forming ſuch an Addition to our Marine Eſtabliſhment, as may be moſt effectual for the Communication of immediate Intelligence of the Approach of an Enemy's Fleet, or ſingle Ships of War, and for cutting away the Buoys, and uſing ſuch other Precautions as may be neceſſary for guarding this Port and its Commerce againſt the Effects of a Surprize.

" 5thly. That the Opinion of the Chief Engineer be alſo taken with reſpect to the other Means which may be neceſſary to prevent or impede the Progreſs of an Enemy by the Entrance of the River.

" 6thly. That the Commander in Chief be requeſted to furniſh the Board with ſuch a general Plan of Defence as he ſhall judge neceſſary, in Addition to the preſent Diſpoſition of our Army, and in the Suppoſition that the Detachment now employed under Colonel Leſlie may not return for a Length of Time into the Provinces, and to attend the Board with it when prepared.

" 7thly. The Propoſition with which I ſhall now conclude, I offer with much Diffidence and Heſitation. It has been the conſtant Subject of my Thoughts ſince our laſt Meeting, and, though I now incline to recommend it, I ſee the Objections to it in ſo ſtrong a Light, as added perhaps to thoſe which may be ſuggeſted by other Members of the Board, may induce me to change it; but I will briefly ſtate it. The War having been notified to us, though not by Authority, yet confirmed by Evidence of ſuch Strength as to amount to a Degree of Certainty next to abſolute, ſhall we proceed upon it as upon the Grounds of a War declared and notified in all its Forms? Or ſhall we wait the Confirmation of it, which it is probable we may not receive for this Month or Six Weeks yet to come? The Conſequence of our Determination on this Queſtion, if in the Affirmative, will be inſtantly to detach a Military Force to guard the Approaches of Chandernagore, to demand the Surrender of that Town, and to appoint Commiſſaries to take Poſſeſſion of the public Stores, Shipping, and private Effects of the Inhabitants. This combined Queſtion I propoſe for the Determination of the Board.

" The Firſt Queſtion being conſidered, is agreed to.

Three additional Battalions.

" Ordered, That the Secretary to the Military Department do prepare and lay before the Board an Eſtimate of the Expence of the above Augmentation, and of that which will ariſe from the Increaſe of Men to the preſent Eſtabliſhment lately ordered by the Military Department.

" The Second Queſtion conſidered.

Rajah Cheit Sing to raiſe Three Battalions.

" Mr. Francis.—On the Suppoſition that the Detachment now employed under Colonel Leſlie will not return for a Length of Time into the Provinces, I acquieſce in the Propoſal relative to Raja Cheit Sing; but I think he ſhould be informed that this additional Charge will not be impoſed on him beyond the Continuance of the preſent War.

" The Governor General.—The Qualification propoſed by Mr. Francis is conſonant to my Intention in the Queſtion, and is implied in it. I ſhould have no Objection to it's being expreſſed in an additional Clauſe.

" That our Reſolution upon this Subject may be unanimous, I agreed to add to the Queſtion the following Words, " and to be diſbanded at the End of the War;" but perceiving that the Difference in our Opinion upon the Subject ariſes not from a Diſagreement reſpecting the Requiſition ſimply conſidered by itſelf, but from a different Underſtanding of the Right of the Company to exact, under any Preſſure of Affairs, more than the Sum ſtipulated by the Sunnud granted to Cheyt Sing, and the Cubbooleat given by him in return, I muſt adhere to the Queſtion as it ſtands, wiſhing to avoid the Queſtion of Right. If, however, we cannot agree upon the Point, ſtill I would wiſh to have the Requiſition made in the Words of the Queſtion, and leave the Deciſion of future Right to our Superiors.

“ Mr. Wheler.—Wiſhing to avoid the Queſtion of Right, I acquieſce in the Motion; but I think it ſhould be qualified in the Manner propoſed by Mr. Francis.

“ Mr. Barwell.—An Acquiſition of Revenue and Military Force I ſuppoſe to have been annexed to the Grant of the Zemindarry of Benares and Gauzipore to the Company. Any military Eſtabliſhment, independent of the Engliſh Adminiſtration, in the Heart of the Company's Dominions, may in the Time of Danger be turned againſt thoſe Intereſts which, under another Policy, it would protect. I have long regarded the Military Eſtabliſhment of Benares under the Rajah's native Officers, and not ſubject to the Diſcipline, Command, and Regulation of our own Battalions, as a Defect; I therefore moſt heartily agree to the preſent Propoſal, for Three diſciplined Battalions to be kept up, and paid by the Rajah, and ſincerely hope the Company will direct, that the whole Force of Benares and Gauzipoor, under the Zemindar, be placed upon the ſame Footing as the regular Military Force of the Preſidency.

“ The Governor General.—I agree to the Queſtion in the original Form of it, deeming it a Right inherent in every Government to impoſe ſuch Aſſeſſments as it judges expedient for the common Service and Protection of all its Subjects, and we are not precluded from it by any Agreement ſubſiſting between the Raja and this Government.

“ Reſolved, That Rajah Cheit Sing be required in Form to contribute his Share of the Burthen of the preſent War, by the Eſtabliſhment of Three regular Battalions of Sepoys, to be raiſed and maintained at his Expence, and the Governor General is to write to him to that Effect.

Militia eſtabliſhed.
Marine additional.
Engineer to be conſulted.

“ The Board agree to the Third Queſtion.

“ To the Fourth Agreed.
“ Agreed to the Fifth.
} Orders are accordingly iſſued by the Secretary.

“ To the Sixth agreed. The following Letter is accordingly written to the Commander in Chief.

To the Commander in Chief.

“ To Brigadier General Stibbert, Commander in Chief, &c. &c. &c.

“ Sir,

“ Having received Intelligence, which we deem certain, that War has been declared between France and England, we think it proper to take the earlieſt Means to provide for the Safety and Defence of theſe Provinces. We have already agreed to raiſe and form Three additional Battalions of Sepoys upon the Plan recommended by you. We propoſe that Raja Cheit Sing ſhould be required to entertain Three regular Battalions at his Expence, for his Part of the Burthen of the War, and we ſhall immediately give Orders for re-eſtabliſhing the Militia Corps for the Defence of the City of Calcutta.

“ We have thought it neceſſary to acquaint you with the Preliminaries, and we now requeſt that you will furniſh us with ſuch a general Plan of Defence as you ſhall judge adviſeable, in Addition to the preſent Diſpoſition of our Army, and on the Suppoſition that the Detachment now employed under Colonel Leſlie will not return for a Length of Time into the Provinces. When the ſame ſhall be compleated, you will be pleaſed to notify it to us, that we may appoint a Day for your Attendance with it in Council.

“ Fort William, 9th July 1778. We are, &c.

“ The Seventh Queſtion is reſolved in the Affirmative: And

Chandernagore to be ſeized.

“ Agreed, That Lieutenant Colonel Dow the Commanding Officer at Burrichpoor, be immediately ordered to ſtation Guards or Detachments of Sepoys on the Road leading to Chandernagore, with Orders to prevent the Tranſportation of any Goods or Effects from thence, and that he demand of Mr. Chevalier, the Commandant of Chandernagore, the Surrender of the Town, Shipping, Stores, and all other Effects, both public and private, into his Hands.

“ Reſolved, That the Quarter Maſter General be directed to furniſh Lieutenant Colonel Dow immediately ſuch Boats as he may require by Indent for this Service.

Mr. Leonard Collings to be appointed Commiſſary.

Reſolved alſo, That Mr. Leonard Collings be appointed Commiſſary to receive all ſuch Goods and Effects belonging to the French at Chandernagore as Lieutenant Colonel Dow ſhall conſign to his Charge, and that he be directed to form an Inventory of the Whole, as ſoon as poſſible, and tranſmit a Copy thereof to the Board.

“ Agreed, That Mr. Collings be permitted to take with him any Writer in the Company's Service, who may, at this Time, be unemployed, if he ſhould require a Perſon to aſſiſt him.

“ Reſolved, That the following Inſtructions be immediately iſſued to Lieutenant Colonel Dow.

“ To Lieutenant Colonel Alexander Dow, commanding the Troops at Burruckpore.

“ Sir,

Inſtructions to Lieutenant Colonel Dow for inveſting Chandernagore.

“ In conſequence of a Declaration of War, which has been made between France and England, in London on the 18th March, and in Paris on the 30th March 1777, We do hereby order and command you immediately to ſtation Guards or Detachments of Sepoys on the Roads leading to Chandernagore, with Orders to prevent the Tranſportation of any Goods or Effects from thence, and to demand from Mr. Chevalier, the Commandant at Chandernagore, the Surrender of the Town, Shipping, Stores, and all other Effects, both public and private, into your Hands. You will permit the Commandant, and ſuch of the Inhabitants as will paſs their Parole, to remain in quiet Poſſeſſion of their Houſes, and make Priſoners of them who ſhall refuſe or evade it.

“ In caſe of a Refuſal to ſurrender the Town, Shipping, and Effects, as demanded, you will take Poſſeſſion immediately by Force.

“ You will be furniſhed with an Order to the Quarter Maſter General to ſupply you immediately with ſuch Boats as you may require from him by Indent, for croſſing the Troops over the River, for taking Poſſeſſion of the Ships, and ſuch other Services as may demand the Employment of Boats for the Execution of theſe Orders.

“ As it is not likely, from the defenceleſs State of Chandernagore, that any Oppoſition ſhould be attempted, we recommend it to you to ſhew all poſſible Lenity and Tenderneſs to the Inhabitants in the Execution of theſe Orders, which however muſt be executed without any Delay or Reſervation for further Inſtructions.

“ We have appointed Mr. Leonard Collings, a Commiſſary, to take Charge of the Stores and Effects which may be delivered up to you. We therefore deſire that you will cauſe them to be made over to him.

“ Fort William, 9th July 1778. We are, &c.

“ Agreed, That Captain Robinſon of the Star Armed Veſſel do immediately proceed down the River, to ſeize all the French Veſſels and Pilots which he may be able to find, and bring them to Calcutta.

“ The following Letter is therefore written to him by the Secretary.

“ To Captain Robinſon, Commander of the Morning Star.

Order to Captain Robinſon to ſeize the French Pilots.

“ Sir,

“ You are hereby directed to proceed down the River with this Tide, to ſeize all the French Pilot Veſſels and Pilots which you may be able to find, and bring them up to Calcutta. A Pilot will be immediately ſent on Board you by the Maſter Attendant, who will furniſh you with Orders to him, to point out to you ſuch Pilot Veſſels as may be in the Service of the French Nation.

“ In the Execution of this Service the utmoſt Secrecy is to be obſerved.

“ Council Chamber, 9th July 1778. I am, &c.

“ Ordered, That the Maſter Attendant do immediately ſend a Pilot on board the Morning Star; that he deliver ſealed Inſtructions into the Hands of Captain Robinſon, to convey the Ship down the River, and to point out all the Pilot Sloops or Veſſels belonging to the French, that he may ſee or be able to get Intelligence of in the River.

“ Reſolved, That Orders be immediately diſpatched to the Provincial Councils of Patna, Moorſhedabad and Dacca, to take Poſſeſſion of the French Factories at thoſe Places, with all the Property belonging to that Nation, and to attach the Perſons of all the Subjects of the French Nation who ſhall refuſe to paſs their Parole.

“ The following Circular Letter is accordingly written to Patna.

“ Gentlemen,

To Patna.

“ In conſequence of a Declaration of War which was made by the Court of Great Britain againſt France, on the 18th March laſt, and by France againſt England, on the 30th of the ſame Month, we do hereby order and command you to ſend a Military Force to the French Factory, to demand of the Chief the Surrender thereof, with all Stores and other Effects, both public and private, into your Hands. Such of the Inhabitants as will paſs their Parole may be permitted to remain in quiet Poſſeſſion of their Houſes; but all the Subjects of France, either within the French Factory, or in other Places within the Limits of your Authority, who ſhall refuſe or evade to give their Parole, are to be ſeized and made Priſoners.

“ In caſe of a Refuſal to deliver up the Factory, &c. as demanded, you will immediately take Poſſeſſion by Force.

“ You will cauſe an Inventory to be made of all the Effects which ſhall be delivered up, and tranſmit a Copy of the ſame to us, taking proper Care to preſerve them untouched.

“ Fort William, 9th July 1778. We are, &c.

“ The ſame to Dacca and Coſſimbuzar.

" Reſolved, That the following Orders be immediately iſſued to the Commanding Officers of Berhampore and Dinapore:

To the Officers commanding at Dinapore and Berhampore.

" To the Commanding Officer at Burhampore.

" Sir,

" You are hereby commanded to pay immediate Obedience to ſuch Orders as you ſhall herewith receive from the Chief and Council at Moorſhedabad.

" Fort William, 9th July 1778. We are, &c.

" The ſame to the Commanding Officer at Dinapore, to obey the Orders received from Patna.

" There being no Brigade Sepoys at Dacca, an Order to the Commanding Officer of the Militia Corps ſtationed there ſimilar to the above, as that Corps is immediately under the Direction of the Provincial Council.

" Reſolved, That the following Letter be written to the Dutch and Daniſh Settlements, and that they be tranſmitted to Lieutenant Colonel Dow, to be forwarded by him whenever he ſhall think proper:

" To the Director and Council at Houghly.

" Gentlemen,

" We have received Intelligence too well authenticated to doubt its Veracity, that War was declared by the Court of Great Britain againſt France on the 18th of March laſt, and by the Court of France againſt Great Britain on the 30th of the ſame Month. We have therefore thought it incumbent on us to take Poſſeſſion of the Town of Chandernagore, and to attach all the French Property which ſhall be found in theſe Provinces; but as we think it probable that Endeavours will be uſed by the French to cover their Property under the Marks of Dutch or Daniſh Colours, to remove with it into the Limits of the Territories of thoſe Nations, we expect, from the Friendſhip ſubſiſting between your Nation and our's, that you will take effectual Means to diſcourage and prevent the Succeſs of any Attempts of that Nature.

" Fort William, 7th July 1778. We are, &c.

" The ſame to Fredricknagore.

" Warren Haſtings,
Richard Barwell,
P. Francis,
Edward Wheler."

Read, from Book 506, already delivered in, the following Extract of a Conſultation of the 4th Auguſt 1778, beginning at Page 905 of the ſame Book.

" Fort William, 4th Auguſt 1778.

" At a Council; Preſent,
The Honourable Warren Haſtings Eſq. Governor General, Preſident;
and
Richard Barwell Eſquire.
Meſſ. Francis and Wheler indiſpoſed.

" Governor General.—When I lately recommended an Augmentation of the Corps of Militia Sepoys at Calcutta to 15 Companies, I meant it as a Part of a general Reformation which the preſent Seaſon particularly requires, for the Prevention of the Diſorders to which the Peace of the Country may be liable from the Diſtance of our regular Forces, and for the additional Duties which may be committed to the Militia Sepoys in the Time of War. The following are the Eſtabliſhments which I would recommend for the different Stations of the Provinces, to be all rendered uniform with that recommended by General Stibbert, in his Letter of the 6th April, viz.

For a Corps conſiſting of 10 Companies.

1 Commandant,
10 Subadars,
1 Subadar, as Adjutant,
10 Jemedars,
80 Havildars,
80 Naiks,
1000 Sepoys,
10 Tomtoms and Trumpeters,
3 Sircars,
3 Doctors,
4 Armourers, and
10 Watermen.

And for the ſmaller Corps in proportion, as in the Eſtabliſhment recommended by him in the ſame Letter, for the Fort of Buxar.

Patna — — — — —	10 Companies.
Buxar (to be hereafter reduced) — — —	3 D°.
Boglepore — — — — —	3 D°.
The Diviſion of Dinagepore — — —	4 D°.

Moorſhedabad

Moorſhedabad	10 Companies.
Chittagong: The Battalion complete, on it preſent Eſtabliſhment, being	10 D°.
Burdwan	4 D°.
Calcutta Diviſion	15 D°.

When the Eſtabliſhment is formed, it will be neceſſary to remand the Three Companies of the Light Infantry from Boglepore to their Corps, which will probably be required to be kept entire, that it may be employed for the Defence of the Provinces.

" The Dacca Diviſion ſhould furniſh the Detachments required for Sylhet, and for all the other Services of the Diviſion, and the Detachments of the Chittagony Battalion be recalled.

" The Chittagong Battalion ſhould be kept entire for the Defence of that Diſtrict, for which it will not be more than ſufficient; and for the Diſtrict of Tipperah, a proper Sebundy may be eſtabliſhed in the Room of Two Companies of Sepoys which have been hitherto ſtationed there.

" The Battalion of Chittagong, being for the Protection of that Diſtrict, and from its Diſtance incapable of Relief, I have incloſed it in the Liſt of Military Eſtabliſhments, although it is a regular Battalion upon the old Eſtabliſhment, which, being now revived, I would propoſe that it be made in all Reſpects conformable to the Battalions of Brigade Sepoys.

" I have recommended 15 Companies for the Calcutta Diviſion, which will not be thought diſproportionate to the reſt, when it is conſidered that, beſides the many Guards and occaſional Patroles for this City and its Environs, all Eſcorts for Treaſure ſent to the Aurungs by the Board of Trade for Stores of various Kinds diſpatched from the Preſidency for the Agent of the Military Cloathing, and for many other Services, in which the Militia of the other Stations is rarely employed, are all furniſhed from this Corps. However, if it be thought too large an Eſtabliſhment, a Trial may be made with 12 Companies.

" That the Board may have a complete View of the Expences of this Augmentation, I deſire that the Secretary will ſubjoin a comparative Account of the Expence of the Militia Eſtabliſhments, including the Battalion at Chittagong, as they ſtood before the 26th June laſt, and an Account of the Eſtabliſhments which I have now recommended.

" I wiſh to take the Opinion of the Members of the Board on this Propoſition in Circulation, and lay before them, to be ſent with this Minute, the following Letter from the Collector of Chittagong relative to the Defence of that Diſtrict.

Chief of Chittagong to the Governor General.

" Honourable Sir,

" As this Province has always been conſidered open to an Invaſion, I think it neceſſary to apprize you of its Situation at this Period. You muſt be already acquainted, I preſume, that there is a Bar at the Mouth of the River; that it is not ſufficient to prevent the Entrance of very large Ships at High Water, and of ſmall at low; and that a Deſcent may be alſo made upon the Coaſt higher up; for although the Land near the Sea Side is interſected with Nullahs and Ditches, they are not of a Nature to prove an Obſtruction to the ſpeedy and ſafe March of a Body of Troops. The French are well acquainted with the Situation of Chittagong, and the People of one of their Ships which called here laſt Year, were known to have ſounded moſt Part of the River.

" It does not appear probable that an Enemy who had the Conqueſt of Bengal in view, would think of landing a Body of Forces, equal to ſo great a Deſign, at Chittagong. The Deſcent of a ſmall Force is more probable, as implying an Object of Importance, and as it might be conducted with the greateſt Proſpect of Succeſs, at a ſmall Expence of Men or Money. The probable Object may be deemed the Plunder of the Company's Treaſure, and the Province; the exciting an Alarm, and procuring a Diverſion of the Troops, and the Credit ſuch a ſucceſsful Invaſion would cauſe in the Eyes of the Natives.

" Of the Battalion ſtationed as the Complement, there are only 244 Men within the Province; Sylhet, Tipperah, Luckipore, Sundeep, and Colerida, being at preſent ſupplied with Guards from it. Of thoſe remaining the greateſt Part are employed on neceſſary Pieces of Duty; and if, in caſe of an Invaſion, they could be called in, they would be very unfit for entering immediately into an Engagement, as the Battalion has been for more than theſe laſt Twelve Months in ſuch a Situation as not to admit of a greater Number being aſſembled.

" Two Frigates, with Two or Three hundred Men, would at this Time enſure certain Succeſs to any European Invaders; ſo that, conſidering the Defence of the Province an Object of Conſequence, an Addition of Three or Four hundred Men ſhould be made to the Eſtabliſhment, with whom, when well diſciplined, the Province might be defended againſt ſuch an Invaſion as I have ſuppoſed; at leaſt Time would be given for the Removal of the Treaſure, and for the Inhabitants to remove their Effects.

" As ſoon as I have any Money in the Treaſury, which will be about the Middle of next Month, I ſhall keep Coolies ſufficient, in monthly Pay, to remove it at a Moment's Warning; for the Notice we ſhould obtain of a Veſſel or Two in the Harbour would probably not afford me ſufficient Time to provide them, ſince the Diſtance from the Mouth of the River is only Eight Miles.

" With reſpect to any other Means of Defence, I ſee none that could be effected without a very heavy Charge. The Houſe of every Inhabitant ſtands upon a Hill, but there is not One ſo ſituated as not to be overlooked by another; at the ſame Time the Vallies are ſo covered with Underwood, that any Plan of Defence of this Kind would be inſecure, whilſt a Plan of Attack would have many Advantages.

" It may be ſome Satisfaction to you to be informed, that I have ſtationed People to give me Notice, by Signals, of any Veſſels approaching.

I have the Honor to remain, with much Reſpect,
Chittagong, Sir, &c.
27th July 1778. (Signed) Rd Sumner."

" The Honourable the Governor General."

Comparative Account of the Expence of the Militia Eſtabliſhment.

" The ſame having been ſent in Circulation, with the Comparative Account required in the Governor General's Minute, it is entered, as follows, with the Opinions which have been received on the Subject.

" Comparative Eſtabliſhments of Militia Sepoys, prior to the 26th June 1778, and propoſed by the Governor General, the 4th Auguſt 1778.

	Old Eſtabliſhment, and Monthly Pay.		New Eſtabliſhment, and Monthly Pay.		Encreaſe per Month.	
	Companies.	Rupees.	Companies.	Rupees.	Companies.	Rupees.
Calcutta — — —	9	6,490	12	8,790		2,300
Moorſhedabad — — —	8	5,780	10	7,370		1,590
Dacca — — —	6	4,360	10	7,370		3,010
Patna — — — —	9	6,490	10	7,370		880
Burdwan — — — —	2	1,472	4	2,960		1,488
Denagepore — — —	2	1,472	4	2,960		1,488
Buxar — — — —			3	2,142		2,142
Boglepore — — — —			3	2,142		2,142
Chittagong — — —	10	6,580	10	6,580		
Total Sont Rupees —		32,644		47,684		15,040

Opinions, and

" Mr. Francis.—I acquieſce, confining the Augmentation at the Preſidency to 12 Companies.

" Meſſ. Barwell and Wheler ſubſcribed to the Opinion of Mr. Francis.

Reſolutions thereon.

" Reſolved, That the following Eſtabliſhments of Militia Sepoys be formed for the different Stations of the Provinces, viz.

For a Corps conſiſting of Ten Companies.

1 Commandant,
10 Subadars,
1 Subadar, as Adjutant,
10 Jemedars,
80 Havildars,
80 Naiks,
1000 Sepoys,
10 Tomtoms and Trumpeters,
3 Sircars,
3 Doctors,
4 Armourers,
10 Watermen.

And for the ſmaller Corps in proportion to the following Eſtabliſhment, viz.

For a Corps conſiſting of Three Companies.

1 Subadar, as Adjutant,
3 Subadars,
3 Jemedars,
18 Havildars,
18 Naiks,
3 Tomtoms,
300 Sepoys,
2 Sircars,
2 Doctors,
3 Armourers,
3 Watermen."

“ Reſolved therefore, that the following Eſtabliſhments be formed at the under-mentioned Stations.

At Patna	10 Companies.
Buxar (to be hereafter reduced)	3 D°.
Boglepore	3 D°.
The Diviſion of Dinagepore	4 D°.
At Moorſhedabad	10 D°.
“ Dua	10 D°.
“ Burdwan	4 D°.
“ Calcutta Diviſion	12 D°.
“ Chittagong: The Battalion complete on its preſent Eſtabliſhment, being	10 D°.

“ Reſolved, That when theſe Eſtabliſhments are formed, the Three Companies of Light Infantry be remanded from Boglepore to their Corps.

“ That the Dacca Diviſion do furniſh the Detachments required for Sylhet, and for all the other Services of that Diviſion; and that the Detachments of the Chittagong Battalion be recalled.

“ That the Chittagong Battalion be kept entire, for the Defence of that Diſtrict, and that it be made in all Reſpects conformable to the Battalions of Brigade Sepoys; and for the Diſtrict of Tipperah a proper Sebundy to be eſtabliſhed in the Room of the Two Companies of Sepoys which have been hitherto ſtationed there.

Sent to the Military Secretary; and circular Letter in conſequence.

Ordered, That a Copy of theſe Reſolutions be tranſmitted to the Military Secretary, that the neceſſary Directions may be iſſued from the Military Department: And,

“ Agreed, That the following Letters be in conſequence written.

L. S. No. 188.

“ To Mr. Alexander Higginſon, Chief, &c. Provincial Council of Burdwan.

“ Gentlemen,

“ We have thought proper to augment the Militia Sepoys ſtationed at Burdwan to Four Companies.

“ Fort William, 4th Aug. 1778. We are, &c.

“ The ſame to Patna	10 Companies.
Dinagepore	4 D°.
Moorſhedabad	10 D°.”

L. S. No. 189.

“ To Mr. James Barton, Collector of Boglepore, &c.

“ Sir,

“ We have thought proper to direct, that the Three Companies of Light Infantry, at preſent under your Orders, be remanded from Boglepore to their Corps, and we have eſtabliſhed in their Room Three Companies of Militia Sepoys. The Detachment from Captain Browne's Corps will however continue to remain at your Station until the Militia Corps ſhall have been formed.

“ Fort William, 4th Aug. 1778. We are, &c.”

“ To Mr. John Shakeſpear, Chief, &c. Provincial Council of Dacca.

“ Gentlemen,

“ We have thought proper to direct that the Eſtabliſhment of Militia Sepoys ſtationed at Dacca be augmented to 10 Companies. From this Corps therefore muſt be furniſhed the Detachments required for Sylhit, and for all the other Services of your Diviſion.

“ Fort William, 4th Aug. 1778. We are, &c.”

L. S. No. 191.

“ To Mr. Richard Sumner, Chief of Chittagong.

“ Sir,

“ The Governor General having laid before us your Letter to him of the 27th ultimo, we have thought proper to direct, that the Battalion of Sepoys ſtationed at Chittagong be kept entire for the Defence of your Diſtrict, and that it be made in all Reſpects conformable to the Battalions of Bengal Sepoys.

“ We have further directed, that the Detachments required for Sylhet, and for all the other Services of Dacca Diviſion, be furniſhed from the Militia Sepoys at that Station; and that the Detachments of the Chittagong Battalion be recalled.

“ In the Diſtrict of Tipperah we direct, that a proper Sebundy be eſtabliſhed in the Room of the Two Companies of Sepoys which have been hitherto ſtationed there.

“ We are, &c.

“ Warren Haſtings,
Richd Barwell,
P. Francis,
Edwd Wheler.”

“ Fort William,
4th Auguſt 1778.

Read, from Book 13, already delivered in, the following Extract of a Conſultation of the 7th July 1778, beginning at Page 249 of the ſame Book.

" Fort William, the 7th July 1778.

Secret Dep. Thurſday.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General;
Richard Barwell,
Philip Francis,
Edward Wheler, } Eſquires.

" The Board think it proper, before they proceed any further in the Conſideration of this Buſineſs, to annul the Letter to Colonel Leſlie, prepared Yeſterday, and now laid before them for Signature, and to direct him, on the Grounds of the Information now received, to proceed, with the Detachment under his Command, to Berar, a Country on his Road to Bombay, which is, at the ſame Time, contiguous to Bengal, and convenient for the Return of the Troops, if it ſhould appear expedient to recall them for the Defence of theſe Provinces. The following Letters are therefore written to Colonel Leſlie, and ordered to be diſpatched to him this Evening by expreſs Pattamars.

" Sir,

" We have received Intelligence, by the Way of Suez, that War was declared by the Court of France againſt England on the 30th of March laſt; we think it neceſſary therefore to give you peremptory Orders to proceed with the Detachment under your Command, by eaſy Marches, on the Road to Berar, but not to paſs beyond that Province, until you ſhall receive further Inſtructions from us, notwithſtanding any Orders to the contrary which may be ſent to you from the Preſident and Council of Bombay.

" Fort William,
the 7th July 1778.

We are, &c.

(Signed at the End of the Conſultation)
" Warren Haſtings,
Rich^d Barwell,
P. Francis,
Edw^d Wheler." (a)

To ſhew the Communication made by the Governor General and Council to the Court of Directors, of their having increaſed their Military Eſtabliſhment by the Addition of Nine Battalions of Sepoys, and of their having called upon Cheit Sing to furniſh Three of them,

Read, from Book 16, already delivered in, the following Extract of a Letter from the Governor General and Council at Fort William to the Court of Directors, dated Auguſt 17, 1778, beginning at Page 235 of the ſame Book.

" To the Honourable the Court of Directors for Affairs of the Honourable United Company of Merchants of England trading to the Eaſt Indies.

" Honourable Sirs,

Par. 4. " On the 7th ultimo we received a Letter from Mr. George Baldwin, at Cairo, dated 4th May, acquainting us with the State of Affairs in Europe. He quoted ſeveral Authorities and Extracts from private Letters, to prove that Great Britain was at War with France: He added, as Intelligence from undoubted Authority, that Tartans had been diſpatched from Marſeilles to all the French Ports in the Mediterranean, to caution them againſt the Engliſh as their open Enemies; and he further informed us, that he underſtood a mutual Declaration of War had been made, in London on the 18th March, and at Paris on the 30th of the ſame Month. He corroborated all theſe Informations, by annexing the Teſtimony of ſeveral Engliſh Gentlemen at Cairo; that they had not only heard the Reports he alluded to, but believed them to be well founded.

5. " With ſuch circumſtantial Evidence before us, we thought that no Time ſhould be loſt in proceeding upon it as Fact, and therefore agreed to take ſuch immediate Meaſures as we judged neceſſary for the Security of your Poſſeſſions committed to our Charge. We ordered Colonel Leſlie, with his Detachment, to halt when he ſhould arrive within the Diſtrict of Berar, and to wait there for further Orders. We wrote to the Preſidency of Fort St. George, recommending it to them, to aſſemble a ſufficient Force in the Neighbourhood of Pondicherry with all poſſible Expedition, to be ready to inveſt that Place the Moment that a Confirmation of the News ſhould arrive. We adviſed them to open a Negociation with the Nabob Hyder Ally, who lately had made repeated Applications to their Preſident to ſolicit an Alliance with the Company. We ordered the Balance of Caſh, which had accumulated in the Hands of our Reſident at Owde, to

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(a) Vide Appendix, N°. CCXVII, ſupra.

be immediately ſent down to the Preſidency; and called for ſuch Accounts as might enable us to determine the State of our immediate Reſources. (a)

(Signed at the End of the Letter)

" Warren Haſtings,
Rich^d Barwell,
P. Francis,
Ed^d Wheler."

" Fort William,
the 17 Auguſt 1778.

Read, alſo, a further Extract from the ſame Letter, beginning at Page 240 of the ſame Book.

Par. 12. " We have agreed to augment our own Military Eſtabliſhment by the Addition of Fifteen Companies of Native Artillery and Nine Battalions of Sepoys. Three of theſe Battalions are now forming by Drafts from the Regular Troops which are ſtationed in the Nabob's Dominions, and the other Six will be compoſed of Recruits. But as we think it juſt, that Rajah Cheyt Sing ſhould contribute his Part to the Charges of the War, we have determined that Three of theſe Battalions ſhall be raiſed and maintained at his Expence, by Means of a Subſidy of 5 Lacks per Annum, which he has agreed to for One Year." (b)

To prove that the Court of Directors received this Letter, appriſing them of the Demand made upon Cheit Sing by the Governor General and Council,

Read, from Book 44, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Fort William, dated 14 April 1779.

" Our Governor General and Council at Fort William in Bengal.

Par. 2. " By the Company's Ship Eagle, which arrived at Plymouth the 9th inſtant, we received your ſeveral Advices in the Public, Secret, and Revenue Departments."

(Signed at the End of the Letter)

G. Wombwell,
W^m James,
Jn^o Woodhouſe,
L. Sulivan,
J. Purling,
W. Mills, junior,
H. Fletcher,
Rich^d Becher,
Cha^s Boddam,
W. G. Freeman,
Th^s Cheap,
Ben. Booth,
John Smith,
W. Devaynes,
Nath^l. Smith,
Joſeph Sparkes,
J. Stables.

The Counſel for the Defendant ſtated, That the next Point reſpecting the firſt Demand made upon the Rajah Cheit Sing, of Five Lacks of Rupees, in the Year 1778, was the State of the Treaſury in that Year. That the Managers for the Commons had given in Evidence a Conſultation of the 10th of Auguſt 1778, relative to a Propoſal of a Loan. That there were Two Conſultations relative to the ſame Subject antecedent to the 10th Auguſt 1778, viz. on the 23d and 24th July 1778, which they deſired might be read.

Read, accordingly, from Book 13, already delivered in, the following Extract of a Conſultation of the 23d of July 1778, beginning at Page 497 of the ſame Book.

" Fort William, the 23d July 1778.

Secret Dep.
Thurſday.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Richard Barwell, } Eſquires.
Philip Francis, }
Mr. Wheler indiſpoſed.

" Mr. Francis lays before the Board the following Minute, which he begs leave to ſubmit to their Conſideration.

" 23d July 1778.

Mr. Francis's Minute.

" More than Seventeen Days having now elapſed ſince the Firſt Advices were received on which we have deemed a War with France inevitable, and which have determined us to act offenſively againſt that Nation, I think it Time that the Board ſhould immediately form and reſolve on the general Plan of Meaſures which the Defence of Bengal may require us to adopt in the preſent Conjuncture. The Meaſures I allude to being of a general Nature, and the Reſolutions leading to them being preliminary and fundamental, fall ſolely, as I conceive, within the Judgement of the Board; the Means and Mode of Execution may be determined by military and official Advice. I propoſe therefore that it may be reſolved, that it is the Opinion of this Board, that for the Defence of Fort William, in the Caſe of an Invaſion, and of Budge Budge, and to form an Army of Obſervation ſufficient to keep the Field, it is indiſpenſibly neceſſary that Twenty Battalions of Sepoys on the preſent Eſtabliſhment, amounting to 15,600 Rank and File, ſhould be forthwith aſſembled at or near the Preſidency.

(a) Vide Appendix, N°. CCXVIII.

(b) Vide Appendix, ibid.

“ Reſolved, That of the above Force Eight Battalions ſhall be ſtationed in Fort William, which, together with Two Regiments of Europeans, the Militia, and all the Artillery except One Company, with a proportionate Eſtabliſhment of Laſcars and Artificers, ſhall conſtitute the Standing Garriſon thereof.

“ Reſolved, That Three Battalions and a Half of Sepoys, and One Company of Artillery, ſhall conſtitute the ſtanding Garriſon of Budge Budge.

“ Reſolved, That the remaining Eight Battalions and a Half of Sepoys ſhall be employed in the Field as an Army of Obſervation, or in the Defence of ſuch Out Poſts and Stations as the Service may require.

“ Reſolved, That immediate Orders be given to the Officer now commanding in the Field for the March of One of the Regiments of Cavalry now ſtationed there forthwith to the Preſidency, compleating the ſame, if neceſſary, by Draughts of Men and Horſes from the other Regiments of Cavalry; and that the above Regiment ſhall act in Conjunction with the Army of Obſervation.

“ Reſolved, That the above mentioned Twenty Battalions of Sepoys ſhall conſiſt of all the native Troops now in the Company's Service, and that their Places ſhall be ſupplied by new Levies, for the Defence of the Nabob of Oude's Country, and of ſuch other Poſts and Stations as may require it.

“ Reſolved, That the Regiment of Europeans now at Burranyrow be ordered to the Preſidency, and quartered at Fort William.

“ Reſolved, That Colonel Ironſide be immediately ordered into the Fort to take upon him the Command thereof, with Inſtructions to attend to the conſtant Exerciſe and Diſcipline of the Garriſon, particularly to train and exerciſe all the Europeans without Diſtinction in the working of Guns.

“ Reſolved, In order to expedite the new Levies, and to compleat the Twenty Battalions deſtined for the Service of the Preſidency, the Militia Sepoys at the different Stations ſhall be revived, and ſuch of the Men as are fit for Service draughted and incorporated in the eſtabliſhed Battalions; and that their Places ſhall be ſupplied by new Levies.

“ Reſolved, That the Colonels or Commanding Officers of the ſeveral Brigades do make an immediate Return to the Commander in Chief of the actual State of the Field Equipage, of the Number, State, and Condition of the Laſcars, and Draught and Carriage Bullocks and Elephants, &c. properly trained and fit for Service; alſo a Report of the Quantity, Quality, and Condition of the ſeveral Stores furniſhed by Contract; and that theſe Reports be referred to the Commander in Chief, for his Opinion of the Augmentations and further Proviſions neceſſary to be made in order to the compleat Supply of the Force deſtined for the Service of the Preſidency.

“ Reſolved, That the Four Companies of Artillery be immediately compleated by Draughts from the European Regiments; and that Two Companies belonging to the European Regiments be particularly trained to the Service of the Artillery; and that Part of the Native Artillery, equal in Number to the Four Companies of Europeans, be ſelected and trained to the ſame Service; and their Pay made equal to that of the Sepoys.

“ I alſo think it my Duty to propoſe it to the Conſideration of the Board, whether, conſidering the preſent Emergency;—the extraordinary Expences to be provided for;—the actual State of our Treaſury;—the Poſſibility of a Diminution in our Collections in caſe of Commotions in the Country; and the Advantage of poſſeſſing a Quantity of Specie, which in that Caſe would probably be ſecreted, and of ſecuring the Fidelity of a Number of wealthy Individuals, it might not be adviſeable to open the Company's Treaſury for a Loan of Fifty Lacks of Current Rupees at Five per Cent. Suppoſing us to keep this Money a Year, and to have no further Occaſion for it, I conceive that the Conſiderations above ſtated greatly outweigh that of the Expence of Two Lack and a Half for a Year's Intereſt.

“ On Tueſday the 31ſt inſtant the Balance in the Treaſury was —		54,32,808
Deduct paid Yeſterday to the Caſh — —	50,000	
Do. to Military Storekeeper — —	40,000	
		90,000
		53,42,808

" If the Board will obſerve of what Articles this Balance conſiſts, they will ſee how ſmall a Sum we have in Hand ſtrictly applicable to Current Services.

" 1ſt, 34,80,000 is depoſited in the New Fort as a Fund to be reſerved for an extraordinary Emergency, and in my Opinion ſhould not be touched but upon an actual Invaſion.

" 2dly, 13,39,968 conſiſts of Depoſits of private Property, which does not belong to the Company, and may be drawn out of the Treaſury on Demand.

" Theſe Two Sums deducted from the Balance in Hand leaves only 5,22,840 Current Rupees; and even the Exiſtence of this Balance depends on the realizing all the Paper Security in the Two Treaſuries, amounting to 7,36,794, which conſtitutes Part of the whole Balance of 53,42,808 Current Rupees.

(Signed) P. Francis.

" The Governor General.—I ſhould be ſorry to appear deficient, on an Occaſion of ſuch Importance as this, in bringing before the Board ſuch Propoſitions as from my Station it becomes more indiſpenſibly neceſſary for me to prepare for their earlieſt Conſideration; but I beg Leave to remind the Board that we have already called upon the Commander in Chief for his Opinion of the Meaſures which ſhould be taken for the Defence of the Provinces. I have alſo taken the ſeparate Opinions of the Chief Engineer and the Commandant of Artillery reſpecting the Defence of Fort William. I have of Courſe waited for them, as eſſential and effectual Material for the Formation of our public Reſolutions.—I do not mean that we ſhould be implicitly guided by them, but at leaſt to take them for the Grounds of our Proceedings.

" The Commander in Chief has not yet delivered his Opinion, but I believe it is ready, and if I rightly recollect the Aſſurances which he made me, I think the Day before Yeſterday, he will be able to attend the Board with it within the Courſe of this Week.

" The Opinions of the Chief Engineer and Commandant of Artillery reſpecting the Proviſion of Stores which would be neceſſary for the Garriſon in the Caſe of a Siege, and of the additional Arrangements and Operations required for compleating the Artillery Eſtabliſhment, ſo as to render it equal to every Service that might be required from it in an Invaſion of the Province, were laid before the Board on the 20th inſtant; and I have brought a Letter written to me by the Chief Expences, containing a Detail of all the Operations which, in his Judgement, would be required in his Department. Theſe I propoſed to read this Morning. They ought to be recorded, and the Opinion of the Commander in Chief ought to be received and well weighed before we can form any Opinions of our own. I now deſire the Chief Engineer's Letter, which I mentioned my Intention of laying before the Board when Mr. Francis introduced his Propoſitions, with Colonel Pearſe's Letter, may be the Firſt Papers read at our next Meeting.

" The Governor General lays before the Board the following Letter from the Commander in Chief, in conſequence of a Reference which he made to him for his Opinion on the Liſts of Stores laid before the Board the laſt Council Day, and propoſed to be provided for the Garriſon; and moves, That all, except the Engineers, be immediately ordered to be purchaſed and laid in under his Direction, with ſuch Deviations as the Neceſſity of Circumſtances may make it requiſite for him to allow of. This he deems neceſſary, becauſe he thinks that all the Articles of victualling Stores cannot be immediately procured, and becauſe many of theſe Articles which are procurable muſt remain until proper Places can be prepared for their Reception in the Fort.

" Sir,

Commander in Chief, 23d July.

" Agreeable to your Requeſt, I have examined into the Liſts of Stores, given in to you by the Commandant of Artillery and Chief Engineer, neceſſary in their ſeparate Departments for the Defence of Fort William in a Siege, which do not appear to me to be deficient or over rated in any Articles, and I think may with Propriety be aſſented to and ordered to be compleated.

" I have alſo examined the Liſt of Proviſions, delivered to you by the Chief Engineer, neceſſary for the Supply of the Garriſon during a Siege. This, with the Increaſe I have made to ſome Articles, and the few I have added as marked in the Margin, I likewiſe recommend to be provided.

" Fort William, I am, with due Reſpect, &c.
July 22d 1778. (Signed) G. Stibbert.

" Agreed to the Governor General's Propoſition; and that the additional Stores recommended by the Commander in Chief be added to the Liſt recorded in Conſultation 20th inſtant, and provided accordingly.

" Warren Haſtings,
Richd Barwell,
P. Francis,
Edwd Wheler."

Read, the following Extract of a Conſultation of the 24th of July 1778, beginning at Page 511 of the ſame Book.

" Fort William, 24th July 1778.

" At a Council; Preſent,
The Honble. Warren Haſtings Eſquire, Governor General, Preſident;
Richard Barwell, }
Philip Francis, } Eſquires.
Mr. Wheler indiſpoſed.

Sec. Dept.
Friday.

" The Proceedings of Yeſterday read and approved.

" The Secretary lays before the Board the following Minute from Mr. Wheler.

" Fort William, the 23d July 1778.

Mr. Wheler's Minute.

" Having been prevented from attending the Board this Day by Indiſpoſition, Mr. Francis has favoured me with a Communication of certain general Propoſitions given in by him for the Defence of Bengal, and for making a Loan of 50 Lacks of Current Rupees at 5 per Cent. Intereſt.

" I take this Opportunity to declare that the above Propoſitions, as well for the Defence of Bengal as for making the Loan in Queſtion, meet with my entire Concurrence and Approbation.

" The former, or ſomething adequate thereto, I deem abſolutely and indiſpenſably neceſſary for the Safety of the Country committed to our Charge, and that any further Delay in taking the moſt effectual Precautions againſt the Poſſibility of an Invaſion after the Advices we have received, and knowing the embarraſſed State of our Government at home, which leaves us little Proſpect of Aſſiſtance from thence, will be abſolutely inexcuſable towards our Employers, the People under our Protection, and the Britiſh Nation at large.

" The Loan I deem a very judicious and adviſeable Meaſure, as well to have ſuch a Sum in caſe of Emergency, as to ſecure the Attachment of ſo conſiderable Part of the Inhabitants as would probably become Subſcribers; and I have no Doubt, if begun immediately, but we ſhall in the Courſe of Two or Three Months be able to fill it up; but if this or other Precautions are neglected till the Time of Danger, they will then be impoſſible and unattainable.

" I ſincerely hope that the Emergency of the Caſe will unite every Member on the preſent Occaſion, and that the Motions will be followed by unanimous Reſolutions.

" The Governor General delivers in the following Letter from the Chief Engineer.

" To the Honourable Warren Haſtings Eſquire, Governor General, &c. &c.

" Sir,

The Chief Engineer.

" Having already furniſhed you with a Liſt of ſuch Engineer's Stores as I deem requiſite for the actual Defence of Fort William, I ſhall now conſider the Arrangements which I apprehend to be abſolutely neceſſary for impeding the Progreſs of an Enemy who may come properly prepared for the Siege of that Fortreſs.

To defeat ſuch an Enterprize there are Four principal Objects to which I conceive the Attention of Government ſhould be particularly directed; viz.

" 1ſt. To endeavour if poſſible to keep Poſſeſſion of the intricate Channels which form the Entrance into the River Houghley.

" 2dly. To oppoſe an Enemy's Fleet in their Progreſs up the River at every Place where the Channel is narrow, or the Navigation difficult and dangerous.

" 3dly. To make a determined and reſolute Stand againſt the whole Force of an Enemy at the Poſt of Budge-Budge.

" 4thly. To oblige an Enemy to make their Attack upon the South Side of Fort William.

" The Means of oppoſing the Entrance of an Enemy's Fleet into the River I have already explained in my Letter to the Board of the 15th inſtant, I ſhall therefore ſay nothing more upon that Subject at preſent, except to expreſs my anxious Wiſhes that the whole Plan may be ſoon carried into ſubſtantial Execution.

" To obſtruct the Paſſage of an Enemy's Fleet up the River Houghley, many natural Difficulties are ſtill to be overcome, both from the ſkilful Pilotage which is required in ſome of the Channels, and the Narrowneſs of others. It is at ſuch Places that new Impediments may be oppoſed with the greateſt Succeſs, and Batteries ſhould be erected upon Points of Land which command and rake thoſe Channels in the moſt advantageous Manner, and where the Diſtance is not ſo great as to render the Certainty of ſtriking an Object precarious: But of thoſe commanding Situations ſuch only ſhould be choſen as may be made defenſible againſt the ſudden Aſſault of a Body of Troops which might be occaſionally landed from an Enemy's Fleet; and at all theſe choſen Poſts good Redoubts, fraized with ſtrong Palliſadoes, ſhould be erected. If they are properly conſtructed, ſuch Works are not to be carried by the mere Effort of the Firelock and Bayonet; neither will the Defendants receive ſuch Annoyance from the Cannon of the Ships of War. The Expence of theſe Works will be trifling in Compariſon of the very eſſential Service which may be expected from them, and an Enemy muſt inevitably be either frequently reduced to the Neceſſity of landing Cannon and Mortars, or to riſque the Loſs of their Ships upon every Attempt to paſs a Station where ſuch Obſtacles are added to the natural Difficulties of the Navigation.

" I am unable at preſent to point out all the Situations which are proper for the Conſtruction of the forementioned Works; and until I have made a particular Examination of the River myſelf, in Company with Mr. Gilbraith, who I had the Honor before to recommend as a Man whom I wiſhed to conſult as an able and experienced Pilot, I can only recommend ſome additional Works to be executed at Budge Budge, and the Point of Sangrail to be occupied without Loſs of Time.

" Beſides the Oppoſition and Retardment which an Enemy may receive from the Works before mentioned, we have, I hope, a ſtill more formidable Means of deſtroying their Squadrons by Fire in the narrow Channels of the Houghley. In my own Opinion, our Attempts could ſeldom fail of Succeſs but from the moſt palpable Miſmanagement, or Ignorance of the Perſon who might be charged with this Part of our Defence. It is from a thorough Conviction of the Miſchief which may be done to an Enemy's Fleet by the Means of Fire Floats, that I moſt earneſtly requeſt you will permit me to prepare one Set, in order that an Experiment may be tried, with which they can be laid on board a Ship riding at Anchor in the Stream, and of the Impoſſibility of a Ship under Sail evading their terrible Effects, by any other Means whatever than that of altering her Courſe briſkly; but this would be a momentary Expedient, for if ſhe eſcaped the Flames, no Skill could afterwards prevent her from running aground, and no Efforts from being deſtroyed by our Batteries.

" The Confuſion and Damage which muſt inevitably ariſe from the Uſe of theſe formidable and perhaps unexpected Weapons of Defence would, I apprehend, fruſtrate all Hopes of forcing a Paſſage up the River; and an Enemy muſt then be reduced to the Neceſſity of landing their Troops a conſiderable Diſtance below Calcutta, or of abandoning their Enterprize entirely; which latter Meaſure would, in my Opinion, be moſt prudent, though in Appearance leſs honourable to the Commanders; for I ſhould conſider an Attempt to conquer Bengal with an Army which has its Fleet to eſcort and defend from the Banks of the Houghley, and at the ſame Time is obliged to open Trenches and erect Batteries before every Poſt which prevents their Progreſs up the River, could afford but a very indifferent Proſpect of Succeſs.

" In theſe various Attacks, to which I foreſee an Enemy muſt be reduced, their Troops will be conſtantly harraſſed by our Sepoys, and beſides, be very much expoſed to the Cannon Shot of our armed Veſſels and floating Batteries, both which may be employed on theſe Occaſions to great Advantage; and although they may not do much real Miſchief, yet they will incommode and retard the Operations of an Enemy, and moſt probably compel him to erect Batteries for the ſole Purpoſe of keeping our Craft at a greater Diſtance; neither can any Attack be carried on with Safety to their Ships, without they firſt occupy both Sides of the Rivers with Troops and Cannon; for if one Side remains undefended, our Fire Floats may be conducted to their Fleet with Eaſe and Safety. In ſhort, I ſee ſo much real Labour which muſt be performed, and ſo many Difficulties which muſt be ſurmounted by European Soldiers and Seamen, at the End of a long Voyage, that I am ready to believe an Enterprize ſo hazardous may probably be entirely fruſtrated, without one Cannon of Fort William being employed for the Defence of Bengal.

" In the preſent Situation of our Affairs, very little or no Oppoſition could be given to a powerful Squadron of Ships, with a conſiderable Body of Land Forces on Board. The Poſt of Budge Budge is the only Place which has yet been made uſe of for that Purpoſe; but the Works are only calculated to oppoſe the Progreſs of our Enemy's Fleet by the mere Effect of Cannon Shot, and no Advantage whatever has been taken of the natural Strength of the Situation. Our Battalions, it is true, might do conſiderable Miſchief to Ships, but the landing of a Body of Troops with a few ſmall Mortars, would oblige the Defendants either to ſurrender in Twenty-four Hours, or to make a precipitate and dangerous Retreat.

" It is to remedy this unaccountable Overſight, that I propoſe, with your Permiſſion, to conſtruct ſuch additional Works of Earth and Palliſadoes as will not fail, in my Opinion, to render the the Station of Budge Budge formidable, even to the whole Force which any Enemy can bring againſt it.

" My Plan is, to erect a Number of ſtrong fraized Redoubts within the Ditch of the Intrenchment that ſurrounds the Old Fort, each capable of containing One hundred Sepoys, and to have two ſmall Pieces of Iron Cannon to be uſed occaſionally; theſe Works to be flanked, and defended by each other reciprocally both by Muſquetry and Cannon. As theſe Redoubts will be ſituated cloſe behind a Ditch of about Forty Feet in Breadth, with at leaſt Seven Feet Water in it, an Enemy cannot therefore poſſibly carry one of them by Aſſault, nor can ſuch Works, in ſuch a Situation, be taken by any other Means that I know of than that of a regular Attack; and as the adjacent Ground is very low and marſhy, the Buſineſs of erecting Batteries and making Trenches muſt be attended with prodigious Labour and great Difficulty. I am convinced the Beſiegers will make a very ſlow Progreſs in their Approaches. Indeed, if we conſider the important Objects which muſt engage the Attention of an Enemy during the Time of this Attack, ſuch as guarding their Ships from the Effects of our Fire Floats, both above and below (which I think almoſt impoſſible); the taking and maintaining Poſſeſſion of the oppoſite Shore, to prevent their Fleet from being cannonaded by the Guns attached to our Troops of Obſervation on that Side; to ſecure their Camps and Out-poſts before Budge Budge againſt the Attacks and Inſults to which they will be liable from the Troops that may be moſt advantageouſly ſtationed for that Purpoſe behind the neighbouring Marſhes, where they remain in Safety, and return from their Attacks with great Security by the Means of Dingies and Canoes; I ſay, if we reflect upon an Enemy's Situation during the critical Period of their Operations, we cannot ſuppoſe that they will be able to afford more than Half their Troops for the Reduction of Budge Budge.

" Beſides theſe Redoubts, I propoſe to ſecure the lower Point of Land which forms one Side of the Mouth of Budge-Budge Nullah: By this Means we ſhall be able to keep a large Store of Fire Floats in perfect Security and Readineſs, to be employed as Occaſion may require. This Work will be protected by the Redoubt at the Extremity of the Intrenchments, which will, for that Reaſon, be made larger than the others.

" In order further to obſtruct the Progreſs of an Enemy's Fleet, I alſo propoſe to have a Line of Ships moored acroſs the Channel, (above Budge Budge), and faſtened together by very ſtrong Cables, with a Line of Fire Floats above or behind them, which I apprehend will effectually prevent the headmoſt Ship from eſcaping; for, if the Boom (of Ships) was not able to reſiſt her Weight and Force, the Floats would certainly intercept and deſtroy her, and if the Boom was ſufficiently ſtrong, our Batteries would ſoon reduce the Commander to ſurrender.

" It muſt be conſidered that, upon every Occaſion, when a Line of Ships attempt to paſs a ſingle Battery by a narrow Channel, there is always a good Chance of diſabling one of the headmoſt Veſſels; and if that happens, thoſe that follow muſt be in great Confuſion, and may perhaps either fall on board each other or run aground, even were the Whole ſupplied with good Pilots, Which, however, can never happen in this River.

" To oblige an Enemy to carry on their Approaches to the Southward of Fort William, muſt, I think, appear almoſt ſelf-evident to every Perſon; for, whilſt that Attack is continued, we muſt remain Maſter of the River above, and conſequently have the Means of reinforcing and relieving the Troops in Garriſon with the greateſt Eaſe and Safety.

" In order to reduce an Enemy to this Point of our Wiſhes, I propoſe to conſtruct a large Field Work on the oppoſite Shore, ſomething below Fort William, capable of containing Two Battalions of Sepoys, for a Garriſon; as this Fort will be ſecured with Fraized Work, it will not become an eaſy Conqueſt to an Enemy, open as it will be to Succours at all Times, neither can they poſſeſs themſelves of the Command of the River above, without being Maſters of this new Strong Hold; and, whilſt one Part of the Houghley remains open, and in our Poſſeſſion, all Attempts to wreſt Fort William from us muſt be attended with certain Diſappointment; and I conſider every Endeavour to force a Paſſage with Ships, when oppoſed by the Cannon of Fort William, and thoſe of the New Work, ſupported at the ſame Time by our Fire Floats and Armed Craft, cannot meet with a better Fate.

" But if an Attempt ſhould be made upon Fort William to the Southward, the Guns from the Field Work on the oppoſite Shore will gall an Enemy exceedingly, and moſt probably oblige them to change their Deſign of approaching by the River Side, which will be a conſiderable Advantage gained, as it will add much to their Labours.

" In ſhort, I am convinced, if we immediately purſue vigorous Meaſures for our Defence, and make uſe of the Advantages which Fortune has put into our Hands, that we ſhall ſoon be able to reſiſt the united Efforts of an Enemy who brings Twenty thouſand Soldiers and Twenty Ships of the Line to conquer us, and ſuch a Force, I apprehend, may be expected by the 15th of October.

" As the various Works which will be neceſſary muſt call for many Hands to execute them, I therefore requeſt, if my Plan of Defence ſhould meet with your Approbation, that I may have full Power to carry it into Execution; and that Two thouſand Bildars and Coolies be immediately ſent to Budge Budge, and One thouſand more collected to work upon the New Fort on the other Side of the River.

" I think it alſo neceſſary to acquaint you of the abſolute Neceſſity there will be to ſtop, for the next Three Months, all private Works in the Town of Calcutta, where Bildars, Coolies, Carpenters, Sawyers, Bricklayers, and Smiths can be employed. This Prohibition will enable me to execute every Order of the Board with the requiſite Diſpatch.

" I muſt alſo requeſt that you will pleaſe to allow me to employ Three hundred Laſcars for a ſhort Time; and that an Addition of One Rupee a Month may be made to their Pay, for Three Months only, which will induce good and active Men to enter into the Service, and to continue in it in Time of Danger. When that arrives I am perſuaded it will then be in vain to attempt to recruit them.

I am, with the greateſt Reſpect,
Sir, &c.

" Fort William, (Signed) Henry Watſon,
22d July 1778. Chief Engineer."

“ The Board approve generally of the Plan of Defence propoſed by the Chief Engineer; and

“ Reſolve, That he be directed to carry ſuch Works, as he has therein propoſed, into immediate Execution, with full and diſcretionary Powers for that Purpoſe, ſubject however to ſuch Variations as the Board, from Time to Time, may think proper to direct; and for this Reaſon,

“ Ordered, That the Chief Engineer do keep, and occaſionally lay before the Board (for their Inſpection) a Diary of his Operations in this Buſineſs.

“ Ordered alſo, That the Chief Engineer be directed to prepare Plans of all the different Works which he propoſes to conſtruct, with Eſtimates of their Expence, and that he lay the ſame before the Board for their Approbation; and

“ As the Board are of Opinion, that it may very much diſtreſs the Inhabitants of Calcutta to give the Order propoſed by the Chief Engineer for prohibiting Artificers from ſerving Individuals immediately;

“ Ordered, That an Advertiſement be iſſued from the Public Department to warn them from commencing any new Buildings.”

“ The Governor General informs the Board, that there is a Deficiency of caſemated Building * Buildings in the Fort, and recommends, that the Chief Engineer be directed to make Choice of a proper Place or Places for ſuch additional Bomb Proofs as may be conſtructed in the Courſe of the enſuing Seaſon, without impeding the other more immediately neceſſary Operations; and that he lay before the Board of Inſpection Plans and Eſtimates of the ſame.

* Sic in Orig.

“ Ordered, That the Fort Major be called upon for a Report of all the Barracks and Caſemates in the Fort, of the Uſes to which they are now applied, and a Calculation of the Number of Men which may be quartered in the latter, excluſive of Stores, in the Time of a Siege.

“ Reconſidered the 17th Paragraph of the Chief Engineer's Letter, in Conſultation the 20th July.

“ For the Purpoſe of executing the Plan here recommended, the Board take into Conſideration the Appointment of a Commodore; and although they approve of Lieutenant Colonel Watſon's Choice of Captain David Cumming for that Truſt, and conceive him amply qualified for the Execution of it, yet they are of Opinion that Objections might be made, and with ſome Juſtice, by the Captains of the Company's Ships, to act under the Command of a Perſon who has not heretofore borne a ſuperior Command; but, as the ſame Objection could not with Propriety be againſt a Naval Officer of conſiderable Standing in His Majeſty's Service, it is

“ Reſolved, That Mr. John Richardſon be offered that Appointment.

“ The Secretary having conſulted the Europe Captains, in Obedience to the Orders of the Board, upon the Capacity of their Ships for War, and the Time required for preparing them, begs Leave to record the Queſtions which he put to Captains Coxon and Rogers, with their Replies, as follows:

Queſtions to Captain Coxon.

Queſtion 1ſt. What Number of Guns could your Ship mount in caſe of Neceſſity?
Anſwer. Twenty-four Nine Pounders and Twelve Four Pounders.

Queſtion 2d. What Number of theſe Guns have you now on Board?
Anſwer. Twenty Nine Pounders, and Six Four Pounders.

Queſtion 3d. Can your Veſſels carry Guns of a greater Weight, and what?
Anſwer. Our Charter Party expreſſes only Nine Pounders.—I believe the Ship might carry Twelve Pounders in caſe of Neceſſity; but I could not take upon myſelf the Conſequence of deviating from the Charter Party.

Queſtion 4th. What Number of Hands have you on board?
Anſwer. Ninety-five Men and Boys, moſt of them Foreigners; but not French.

Queſtion 5th. What additional Complement of Men would be neceſſary to fight your Ship?
Anſwer. Our Complement ought not, in the Whole, to be leſs than Three hundred Men.

Queſtion 6th. In what Time might your Ship be prepared for War?
Anſwer. In about a Month. She is now ſtripped, and her Cargo not taken out; many Preparations and Alterations are neceſſary to be made.

“ Captain Rogers, Commander of the Oſterley, being aſked the ſame Queſtions, gives the like Anſwers to each, except the Second; to which he ſays, his Number of Hands conſiſts of 107 Men, but moſtly Foreigners. Ten Engliſhmen were preſſed out of each of theſe Ships by the Commodore at Madraſs.

“ The Secretary having prepared a Letter to Commodore Sir Edward Vernon, after the Diſpatch of thoſe written on the 20th inſtant to Fort Saint George and Bombay, and conceiving, from the Replies of the Europe Captains, that their Ships would not anſwer the original Intention of the Board, now ſubmits the Letter, with Corrections adapted to the preſent Circumſtances, for their Approbation.

" To Commodore Sir Edward Vernon.

To Sir Edward Vernon.

" Sir,

" Conſidering that the Naval Force belonging to the French, which is now in India, is ſuperior, particularly in its Complements of Guns, to the Fleet under your Command, and deeming it an Object of the greateſt Importance to the Succeſs of the Britiſh Arms to afford you all the Addition of Strength that it may be in our Power to furniſh, we have ordered the Ship Reſolution, which is capable of mounting 20 Eighteen Pounders, and 22 Nine Pounders, and the Charlotte of the ſame Capacity, which we have taken up for that Purpoſe, to be fitted out and prepared with all poſſible Expedition for War, intending, as ſoon as they ſhall be ready to ſail, which we expect will be by the End of Auguſt at fartheſt, to ſend them to join the Fleet to act under your Orders; and to be at your Diſcretion and Diſpatch, as long as you have Occaſion for their Services.

" We have alſo deſired the Preſident and Council at Bombay to cauſe the Britania, another Ship belonging to the Company, to be pierced for as many Guns as ſhe will carry, and to conſign her to you in like Manner, and for the ſame Period of Time.

" We hope, with this Increaſe to your Armament, that you may not only be in a Situation to cope with any Force which the French may be able at preſent to collect together, but to provide for ſuch other Services as in your Judgment may be conducive to the Security of the Company's Poſſeſſions in India.

" Fort William, " We are, &c."
24th July 1778.

Mr. Francis.

" Mr. Francis.—I diſapprove of the Letter to Sir Edward Vernon, becauſe I think it not improbable that Events may oblige us to keep theſe Ships for the Defence of the River, and becauſe I am convinced that they cannot be manned without taking away all the Europeans, whoſe Service here may be eſſentially neceſſary, as well to ſupply the Marine in the River, as Recruits for the Artillery Corps.

" The Board approve the above Letter to Sir Edward Vernon, and order that it be written fair, and diſpatched.

" The Governor General lays before the Board the following Letter from the Commandant of Artillery.

" To the Honourable Warren Haſtings Eſquire, Governor General.

" Sir,

Commandant of Artillery the 18th July.

" 1. Having received the Honor of your Commands to give my Opinion on the Defence of Fort William, and the Proportion of Stores requiſite for it, I ſhall beg leave to confine myſelf to the Military Part only, leaving what concerns the Works and Engineers Department to the Chief Engineer, who, undoubtedly, can give you the beſt Information on this Subject.

" 2. In a former Letter, dated the * I gave it as my Opinion that the Garriſon ought to conſiſt of the following Number: Of Europeans, one complete Regiment on the preſent Eſtabliſhment, Five Companies of Artillery, Three hundred Cavalry if to be had, but if not, I preſume the Settlement would afford Three hundred Men for other Services, and Fifty Miners. The total Force of Europeans, according to this, 2038; and nearly this Number, I imagine, it is in the Power of Government to get, if not the Whole, of Natives. I propoſed Eight complete Battalions of Sepoys, or to that Amount, Ten Companies of Native Artillery, Eight hundred Pioneers, and Five hundred Artificers, beſides Surgeons and the Attendants of the Hoſpitals, Servants, Slaves, and Women.

* Sic in Orig.

" 3. The Subject growing ſtill more ſerious to me than it was when I wrote the former Letter, I have endeavoured to put Things, as it were, in Motion, and by ſo doing think I made ſome ſmall Miſtakes. I therein ſtated the Pioneers at 800, I think they ought to be 1000; but they more immediately belong to the Engineer Department, for whom I mean the 500 Artificers, and conſequently I ought to have ſaid, they were to be in Addition to thoſe already on the Eſtabliſhment. With my own Artificers, and thoſe in the Commiſſary's Department, all that belongs to the Cannon and Muſquetry might be performed; with thoſe I propoſe for the Engineer, I preſume he would be able to keep the Platforms in Order, and to perform his other Services.

" 4. But with Reſpect to the Artillery, I find I fall ſhort conſiderably. I ſhall therefore firſt endeavour to ſhew what they will have to do in the Siege: Suppoſing the Enemy ſhould attack one of the Demibaſtions, the Guns of one Side of a Redoubt, Part of One Face of a Redan, One Face of the Counterguard, One Face of the Lunette, the Two Faces of a Ravelin, and the Face of a Baſtion would all bear upon the Attacks, and all the Guns would be employed, more or leſs, every Day. Their Number is 72, and may be more. Theſe I purpoſe employing during the Day only, and I ſuppoſe them to fire daily 300 Shot, which is a very moderate Proportion. In the Covert Way before theſe Works I purpoſe placing the ſmaller Mortars, theſe to fire Night and Day, and to expend about 400 Shells daily. In the Night I purpoſe firing from the Glacis with Field Pieces, as long as the Enemy are out of Reach of Muſquet Shot from the Barbets, and from Carriages on Slides to be raiſed within the Covert Way when they ſhall be nearer; and theſe Guns to be Twelve and Six Pounders, to fire between 300 and 400 ſhot in the Night, and ſometimes more, and generally One of Caſe to Two of Round.

" 5.

“ 5. For theſe Duties it is evident, That I cannot allow leſs than Two Europeans to a Gun and Six Native Artillery, which for the Attacks will therefore require Europeans 144, Natives 432; beſides theſe, there muſt of neceſſity be others in the different Works; for Inſtance, in each of Four Ravelins, and in the other Redoubt not attacked, Nine; in the Counterguard Thirteen; and the Remainder of the Redans not attacked, Thirty-one, in all, 89 Europeans, and 267 Natives, which make up the Numbers, Europeans on Duty 233, Native Military 693; and for Three Reliefs it would require, Europeans 699, Native 2099, excluſive of Officers.

“ 6. But I am juſtly apprehenſive, that were Government inclined to raiſe the requiſite Number of Artillery, they could not obtain ſo many Europeans; I will, therefore, recommend what I humbly conceive to be obtainable, if Government ſhould be pleaſed; viz. European Artillery 500, excluſive of Officers, Native Artillery Fifteen Companies, according to the Scheme of a Company annexed, and marked N° 2; with theſe and a ſmall Aſſiſtance from the Infantry, as is uſual on like Occaſions, I think I could undertake to perform all the Artillery Duties of the Siege; with leſs I could not be anſwerable for it. And, indeed, the Drudgery, if the Duty were performed, would be inſupportable in this Climate, and in that Seaſon in which it is moſt likely the Enemy would come.

7. From what I have ſaid, the Quantity of Shot and Powder is eaſily computed, and will be found to be the ſame as I have ſtated it; but I muſt premiſe, that I ſuppoſe we ſhould be attacked by Shipping at leaſt Thrice in the Siege, and I have provided 105 Rounds for each of 90 Guns, which, on ſuch Occaſions, would be employed, and which muſt of Courſe be worked by thoſe Artillery who ſhould not be on the Duties of the Front attacked.

“ 8. The Quantity of Powder is not however all that would be wanted; the Chief Engineer would uſe it in Mines, but then I conceive he would not uſe more than would make up the Grand Total 6500 Barrels.

“ 9. There is another Subject I muſt touch upon, it is the Inſufficiency of the Caſemates; according to the Proportion I propoſe for the Garriſon, there will be at leaſt 15,000 in the Fort. I will ſuppoſe only the Garriſon Part to be entitled to Caſemates, and of theſe only One Third under Cover at a Time, then will there be 3500 Men who muſt be ſecurely lodged; the Officers of the State, thoſe of the Garriſon muſt have conſtant Lodgements, and the Hoſpital muſt be ſecure; but beſides all this, all Proviſions and Stores liable to be deſtroyed by Bombs, and all Workſhops for the Duties of the Garriſon ought to be equally ſecured. I therefore take the Liberty to recommend an Addition to theſe neceſſary Buildings: The proper Place for them it is the Engineer's Duty to point out. However I may, without invading his Department, ſay, I think the Curtains ſeem to me to be the moſt natural Place for them.

“ 10. The Magazines are capable of holding all the Powder I require, or even more; but then the new one and all thoſe in the Outworks are ſo very damp as to be at preſent unfit for Service.

“ 11. The Liſt which accompanies this contains all the Eſſentials that I ſhould want during a Siege; ſome petty Articles which might be made out of the Materials may be omitted, but I believe none of Conſequence. I omit the 12 Pounders which were condemned, the Neceſſity might make us riſk the uſing them, and I have confined the Number of Guns to what we have, laying aſide the Conſideration of what we ought to have.

“ 12. I can only add, that I have made my Calculations from my own Judgement and what I have ſeen of Service, for I am not poſſeſſed of any Tables digeſted by Men of Eminence in this Buſineſs. I have indeed, ſince I made out my Proportion, ſeen thoſe which Captain Kydd tranſlated from Le Blond, and was very happy to find ſo cloſe an Agreement in the main Articles. It is true the Numbers do not agree, but then the Suppoſitions are different; our Works are calculated chiefly for a Defence by Cannon, and we lie expoſed to Attacks by Ships, neither of which were the Suppoſitions of the Author before mentioned. My Numbers and Quantities muſt of Courſe be greater, as they will be found if compared.

“ 13. Having in the former Part of this Letter ſhewn what Number of Artillery would be wanted for the Defence of this Garriſon, I muſt, to conclude, beg Leave to obſerve, that there muſt alſo be Artillery with the Part of the Army not within the Fort, for which there will be no great Allowance, if I recommend Two Companies of Europeans, and Six of Native Artillery. This however would, I preſume, be nearly ſufficient. It will therefore, I hope, be worthy of Conſideration, whether this ſo uſeful a Corps ought not to be augmented.

“ 14. I muſt obſerve, that whilſt the Laſcars are kept on the preſent low Pay, it is impoſſible for me to keep them together as they ought to be, ſeeing their Duties very laborious and their Pay inadequate. I already find Numbers deſerting, and have ever found them deſirous of quitting the Artillery to entertain in the Seapahs, if ſufficiently high to be therein admitted; ſo that, although I have uniformly endeavoured to collect a Body of Men fit for the Artillery Duties, my Labours have been in vain; but were their Pay the ſame as Seapahs, I ſhould not fear quickly having them as fit for Duty, and as perfect in Diſcipline as the Europeans I have the Honor to command.

“ I am, with the greateſt Reſpect, &c.

“ Fort William,
10th July 1778.

T. D. Pearſe,
L^{t} Col^{l} Comm^{t} Artillery.”

" Ordered, That the Incloſures in the above Letter be entered after the Conſultation.

" Reſolved, That Two additional Companies of European Artillery be formed, and that the Commander in Chief be conſulted upon the Expediency of raiſing them by Draughts from the European Regiments,

" Reſolved, That Fifteen Companies of Native Artillery be immediately raiſed, according to the Plan N° 2, entered after the Proceedings recommended by Leiutenant Colonel Pierſe.

" Read, the following Letter from Brigadier General Stibbert.

" Honble. Sir, and Sirs,

Gen. Stibbert, 24th July.

" I beg Leave to inform you, that I ſhall be ready on Monday next to lay before your Honble. Board, agreeably to your Direction, a general Plan for the Diſpoſition of the Army, and the Defence of the Proviſions. As the Subject was of the utmoſt Importance, I deemed a cloſe Inveſtigation of all its Parts abſolutely requiſite, and I wiſhed to form it upon the moſt mature Deliberation, that I might be enabled to deliver it in as complete as poſſible; I have therefore to hope, that your Honble. Board will be pleaſed to do me the Juſtice to believe, that no unneceſſary Delay has been made on my Part.

" Fort William, " I have the Honor to be, &c.
July 24th, 1778. (Signed) G. Stibbert."

The Governor General.

" The Governor General.—As the Commander in Chief has promiſed to furniſh us with a Plan for the Defence of the Provinces on Monday next, and as this is all that remains of the Materials which I underſtood it was propoſed to collect, for forming the general Plan and Diſtribution of our Forces, I ſhall hope that the ſame may be completed with decided Reſolutions on Monday next. I did mean to ſuſpend every Declaration of my own Opinion until we ſhould be prepared by ſuch a Deciſion; but as a Plan of Defence has already been recommended, and as it is my Wiſh to adopt ſuch Part of it as ſhall appear to me conſiſtent with the general Line which I deem indiſpenſably neceſſary for that Purpoſe, in the Hope that the ſame candid Allowance will be made to mine, I will here ſummarily mention the Strength and Diſtribution of it, which I mean to recommend as neceſſary and ſufficient for the Defence of the Provinces againſt every probable Enemy, leaving the Reaſons and Detail to a future Opportunity.

The Governor General's Propoſitions.

" For the Province of Owde, and the new acquired Territories of our Ally the Vizier, I would propoſe to leave the Temporary Brigade in its Station, to complete the Firſt Brigade to its proper Strength, including the Garriſon of Cheenar; and for the Protection of our own Provinces, to bring down all our remainining Strength into Bengal.

" Two complete Brigades to be employed in the Service immediately dependent on the Preſidency.

" The Second Brigade remaining for the preſent at Bunampore, and an Army of Obſervation, conſiſting of Three Battalions of Sepoys, to defend the Southern Diſtricts, and eſpecially the Subau Ruha, which is one of the practicable Avenues into Bengal, for which Purpoſe Three more Battalions ſhould be raiſed. This Diſpoſition I now recommend to the Conſideration of the Gentlemen of the Board, previous to our next Meeting.

Mr. Francis.

" Mr. Francis.—I move, that it may be reſolved that the Board will take into Conſideration the State of the Treaſury on Monday next.

" Reſolved accordingly.

" Warren Haſtings,
Rich^d Barwell,
P. Francis." (a)

To prove that the Rajah Chiet Sing was called upon to give his Aſſiſtance on the above Occaſion,

Read, from Book 15, already delivered in, the following Letter from the Governor General to the ſaid Rajah, beginning at Page 32 of the ſame Book.

" To Rajah Chite Sing, D°. * (b)

* Sic in Orig.

" War having been declared between the Courts of Great Britain and France, by the former, on the 18th of March, or 18th of Suffer, and by the latter on the 30th of March, or 1ſt of Rubbee-ul-awal 1192 Nejerll, I am to requeſt of you, in my own Name and that of the Board, as a Subject of the Company bound to promote their Intereſt on every Occaſion, to contribute your Share of the Burden of the preſent War, which will equally affect your Intereſt and ours. It has been determined by the Board that an Eſtabliſhment of Three regular Battalions of Sepoys, to be commanded by Britiſh Officers, be raiſed and maintained at your Expence, and employed on ſuch Service as the Situation of Affairs may require. I have no Doubt but, regarding this Meaſure equally conducive to your own and the Company's Intereſt, you will, with the greateſt Readineſs comply; and I hope you will intimate your Conſent without Delay."

(a) See Appendix, N° CCXIX.

(b) The Date appears, upon Reference back, to be 11th July 1778.

To prove that Communication was made to the Rajah Cheit Sing of the above Demand of Three Battalions of Sepoys being commuted for a pecuniary Subſidy of Five Lacks of Rupees,

Read, the following Letter from Mr. Haſtings, the Governor General, to the ſaid Rajah, beginning at Page 53 of the ſame Book.

* Sic in Orig.

"To Rajah Chite Sing, D°. * (a)

"I have been favoured with your Letter, intimating your Conſent to the Requiſition made to you by this Government as a Subject of the Company, to bear a Part of the Expence of the preſent War; I am pleaſed with your ready Compliance; of this, indeed, I could have no Doubt, as your Intereſt is equally concerned with the Company's in the Succeſs of it. The Expence of keeping up Three regular Battalions has been calculated, and been found to amount to Five Lacks of Rupees per Annum, at which Rate your annual Subſidy has been accordingly fixed. I am therefore to deſire, in the Name of this Government, that you will pay immediately to Mr. Tho^s Graham the Sum of Five Lacks of Muchledar Rupees. Thus you will perform your Duty to the Company, and ſecure their Favor and Support."

The Counſel for the Defendant ſtated, That at the ſame Time the laſt mentioned Letter was written by the Governor General to the Rajah Cheit Sing, a Letter was alſo written to the Reſident at Benares, requiring him to call upon the Rajah for the Five Lacks of Rupees, and that they ſhould next read the Reſident's Anſwer to that Letter.

Read, from Book 511, already delivered in, the following Extract of a Conſultation of the 5th October 1778, beginning at Page 507 of the ſame Book.

"Fort William, 5th October 1778.

Pub. Dept.
Monday.

"At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Philip Francis, and Edward Wheler, } Eſquires.
Mr. Barwell indiſpoſed.

"Read, Two Letters from Mr. Graham, as follows:

"Honble. Sir and Sirs,

"I have been honoured with the Receipt of your Letter of the 17th inſtant, informing me of Rajah Cheyte Sing having, by Means of his Vakeel, agreed to pay a Subſidy of Five Lacks of Mutchlidar Rupees, as his Share for the Support of the Burthen of the preſent War, and for the Purpoſe of defraying the Expence of Three Battalions of Seapoys, reſolved to be raiſed and maintained at his Charge; alſo acquainting me of your having ordered the Rajah to pay this Sum immediately into my Hands, and directing me to receive the ſame from him, and to remit the Amount of it to the Preſidency.

"In conſequence of theſe Orders I have called upon the Rajah for Payment of Five Lacks of Mutchlidar Rupees, which I ſhall accordingly receive, and, agreeable to your Orders, remit to the Preſidency.

"As the Exchange on Bills between this and Calcutta is daily riſing, and is at preſent at the exorbitant Rate of 10½ per Cent. and as I am deſirous the Company ſhould ſuſtain as little Loſs as poſſible by the Remittance of this Sum, I beg to be informed, whether you would prefer its being ſent down under Inſurance.

"Benares,
the 29th Auguſt 1778.

(Signed at the End of the Letter)
"Thomas Graham, Reſident.

And at the End of the Conſultation,
"Warren Haſtings,
Rich^d Barwell,
P. Francis,
Edw^d Wheler." (b)

(a) The Date appears, by Reference back, to be Auguſt 15, 1778.

(b) Vide Appendix, N° CCXX.

To prove that the evaſive Conduct of the Rajah Cheit Sing was complained of by the Reſident,

Read, from the ſame Book, the following Extract of a Conſultation of the 28th September 1778, beginning at Page 362 of the ſame.

" Fort William, 28th September 1778.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Richard Barwell,
Philip Francis,
Edward Wheler, } Eſquires.

Pub. Dept. Monday.

" Read, the following Letters from Mr. Graham, Reſident at Benares.

Reſident at Benares.

" I think it neceſſary to inform you, that notwithſtanding Seventeen Days are elapſed ſince your Orders arrived here, directing the Rajah to pay into my Hands the Subſidy he had agreed to pay of Five Lacks of Mutchilidar Rupees, he has not yet paid me one Rupee, and offers as a Reaſon his Inability to diſcharge the Whole at once, and requeſts me to receive it by monthly Payments; your Honble. Board Orders authorizing nothing of the Kind, I have acquainted him that it is impoſſible for me to come into his Requeſt, and have repeated my Requiſition, which I have indeed been urging every Day ſince the Receipt of your Orders, to pay me the whole Amount as ſpeedily as poſſible.

" I have the Honour to be, with the higheſt Reſpect,
" Benares, Honble. Sir, and Sirs, &c.
the 14th September 1778. (Signed) Tho^{s} Graham, Reſident.

(Signed at the End of the Conſultation)
" Warren Haſtings,
Rich^{d} Barwell,
P. Francis,
Edw^{d} Wheler." (*a*)

To prove that the Rajah Cheit Sing paid only One Half of the Five Lacks of Rupees by the 22d September 1778,

Read, from the ſame Book, the following Extract of a Conſultation of the 5th October 1778, beginning at Page 510 of the ſame.

" Fort William, 5th October 1778.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Philip Francis,
and
Edward Wheler, } Eſquires.
Mr. Barwell indiſpoſed.

Pub. Dept. Monday.

" Honble. Sir, and Sirs,

" I have the Pleaſure to acquaint your Honble. Board, that laſt Night the Rajah made me a Payment of Fifty thouſand Rupees in Part of the Subſidy of Five Lacks, he has promiſed to ſend me as much more Tomorrow or next Day; and if the Whole is not diſcharged very ſoon, it ſhall not be owing to any Want of Exertion on my Part to perfect the Execution of your Orders.

Mr. Graham, 22d Sept.

" Benares, I have the Honor, &c.
22d September 1778, (Signed) Tho^{s} Graham, Reſident.

(Signed at the End of the Conſultation)
" Warren Haſtings,
Rich^{d} Barwell,
P. Francis,
Edw^{d} Wheler." (*b*)

(*a*) Vide Appendix, N^{o} CCXXI.

(*b*) Vide Appendix, N^{o} CCXX, ſupra.

To ſhew that the Rajah Cheit Sing did not perform the above-mentioned Promiſe, and that freſh Complaints againſt him were ſent by the Reſident,

Read, the following Extract of a Conſultation of the 19th of October 1778, beginning at Page 673 of the ſame Book.

“ Fort William, 19th October 1778.

Pub. Dept. Monday.

“ At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Richard Barwell,
Philip Francis,
Edward Wheler, } Eſquires.

Mr. Graham. “ Honble. Sir, and Sirs,

“ I did myſelf the Honor of addreſſing your Honble. Board on the 22d ultimo, to inform you that I had received from the Rajah Fifty thouſand Rupees, in Part Payment of the Subſidy of Five Lacks which he had agreed to pay the Company, and that I was promiſed a further Payment of Fifty thouſand Rupees the next or following Day.

“ That Period and Three Days more having elapſed without hearing any Thing either from the Rajah or his Servants regarding the promiſed Payment of Fifty thouſand Rupees, I judged it neceſſary to remind the Rajah thereof by Letter, as well as to recommend to him a ſpeedy Diſcharge of the Remainder. This Mode of Application having ſeveral Times repeated unſucceſsfully, I deemed a perſonal Interview not only indiſpenſable but highly conſiſtent with my Duty, on which Occaſion I verbally demanded of him, in the Name of the Company, Payment of the Balance of the Subſidy; in Reply to which he acquainted me that he would pay no more here, but would ſend the whole remaining Sum of Rupees 4,50,000 to his Vakeel at Calcutta, who would pay it there. Finding him determined in this Reſolution, I deſired he would furniſh me with ſome Teſtimony thereof, either by an Addreſs to your Honble. Board, or, as it is more cuſtomary, to the Governor General, that I might tranſmit it to him; but this he poſitively refuſed me.

“ Theſe Circumſtances I have thought it my Duty to inform you of, that you may honour me with your Commands thereon; likewiſe as to the Manner in which you would chuſe I ſhould remit the Fifty thouſand Benares Sicca Rupees that have been paid me.

“ Benares, I have the Honour to be, &c.
7th October 1778. Thomas Graham, Reſident.

(Signed at the End of the Conſultation)
“ Warren Haſtings,
Rich^{d} Barwell,
P. Francis,
Edw^{d} Wheler.” (a)

The Counſel for the Defendant informed the Houſe it was already in Evidence, that upon the 28th of September 1778, the Board found it neceſſary to make a more peremptory Demand upon the Rajah Cheit Sing for the Payment of the above Sum of Money; and ſtated, They ſhould next read the Letter written to him by the Governor General upon his ſhewing a Deſign to liquidate the Payment of it at laſt.

Read, from Book 90, already delivered in, the following Letter from the Governor General to the Rajah Cheit Sing, dated the 11th October 1778, beginning at Page 50 of the ſame Book.

“ To Rajah Chite Sing, written the 11th October 1778.

“ I have received your Letter containing Aſſurances of your Fidelity and Attachment, and intimating that, conformably to my Directions, you had aſſented to the Payment of Five Lacks of Rupees, and communicated your Conſent in a former Arzie, and that, afterwards being informed it was my Pleaſure that the Whole ſhould be paid at one Time in Calcutta, you would remit the Whole in the Space of a Week, with other Particulars which I underſtand.

“ I am pleaſed at the Intimation of your Aſſent to my Deſire reſpecting the Mode of Payment of the aforeſaid Snm, although it arrived ſome what late, and I doubt not but you will faithfully diſcharge your Promiſe, by making the Remittance to Calcutta at the ſpecified Time. Whilſt you continue faithfully and zealouſly attached to the Company, you may be aſſured that every Meaſure will be adopted which may promote your Intereſt and Proſperity: Know me ever intereſted in your Welfare. For further Particulars I refer you to your Vakell Sheik Ally Nuchey.”

(a) Vide Appendix, N° CCXXII.

To ſhew that the Payment was not in Fact liquidated till the 10th of October following,

Read, from Book 511, already delivered in, the following Extract of a Conſultation of the 12th October 1778, beginning at Page 567 of the ſame Book.

"Fort William, 12th October 1778.

Pub. Dept. Monday.

"At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Philip Francis,
Edward Wheler, } Eſquires.
Mr. Barwell indiſpoſed.

"The Secretary lays before the Board the following Note from the Governor General.

Governor General to the Secretary.

"Sir,

"I herewith ſend you Four Bills of Exchange this Inſtant delivered to me by Shekh Ally Nuckee, the Vakell of Rajah Cheit Sing, being Four Lacks and a Half of Rupees, which with Fifty thouſand Rupees paid to Mr. Graham, complete the Sum of Five Lacks required of the Rajah for the extraordinary Expences of this Year.

"Saturday Morn. I am, &c.
10th October 1778. (Signed) Warren Haſtings.

(Signed at the End of the Conſultation)
"Warren Haſtings,
P. Francis,
Edw^d Wheler."

To prove the Inſtructions given to the Reſident to refrain from the Execution of the former Orders, upon the Receipt of the above Sum of Money,

Read, a further Extract from the ſame Conſultation, beginning at Page 568 of the ſame Book.

"Fort William, 12th October 1778.

"At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Philip Francis,
Edward Wheler, } Eſquires.
Mr. Barwell indiſpoſed.

"To Mr. Graham.

"Sir,

"Rajah Cheyte Sing has, by Means of his Vakeel, remitted Bills of Exchange to us for the Sum of Four Lacks and Fifty thouſand Rupees, which, with the Amount paid into your Hands, will complete the Subſidy of Five Lacks required as his Proportion of the Burthen of the War with France for the preſent Year: We therefore direct that you refrain from the Execution of the Orders contained in our laſt Letter.

We are, &c.
"Fort William, "Warren Haſtings,
the 12th October 1778. P. Francis,
Edw^d Wheler."

The Counſel for the Defendant informed the Houſe they ſhould cloſe their written Evidence on the Demand of the Firſt Year, with ſhewing that the Khelaut, a cuſtomary Honour, was beſtowed upon Cheit Sing notwithſtanding his former Diſobedience, and that the ſame was accompanied with an Admonition to future Obedience.

Read, from Book 512, the following Extract of a Conſultation of the 7th of December 1778, beginning at Page 591 of the ſame Book.

"Fort William, 7th December 1778.

Pub. Dept. Monday.

"At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Richard Barwell,
Philip Francis,
Edward Wheler, } Eſquires.

"Honble. Sir, and Sirs,

"Rajah Cheyte Sing having pitched upon this Day as a lucky one to receive the Honour of the Khelaut, I accordingly inveſted him with one in the uſual Form, and delivered to him at the ſame Time your Honble. Board's Farrickhatty, or Releaſe for his laſt Years Tribute. I did not fail on this Occaſion to remind him how much a Continuation of ſuch Marks of your Favor depended upon his regular Adherence to his Engagements with the Company.

"I have, in compliance with the Orders contained in your Honble. Board's Letter of the 22d October, furniſhed Rajah Cheyte Sing with Tranſlate of the Depoſitions ſent me incloſed, concerning the Murder of the Subedar belonging to Captain Oſborne's Battalion;* have acquainted him of its being your Deſire that the Offenders be apprehended and brought to Juſtice.

* Sic in Orig.

"Benares, 9th Nov. 1778.

"I have the Honour to be,
Thoˢ Graham." (a)

(No Signatures at the End of the Conſultation.)

The Counſel for the Defendant ſtated, That having now cloſed their written Evidence on the Subject of the Demand of the First Year, they ſhould proceed to ſhew that on the 19th of July, in the Year following, it was reſolved to repeat the Demand; for which Purpoſe they ſhould read an Extract from a Conſultation of that Date already in the Minutes, but not read by the Managers for the Commons;

Read, the ſame, from Page 88 of the printed Minutes.

"Agreed, That the Governor General be requeſted to write to Rajah Cheit Sing, acquainting him that the Period of One Year, for which he agreed to pay Five Lacks of Mucklidar Rupees, as his Share of the Burthen of the War with France, on the 17th Auguſt 1778, is expired; and as the Continuation of the War makes it ſtill neceſſary to maintain the ſame Eſtabliſhment of Troops for the Defence of the Country, the Board deem it requiſite that he ſhould at this Time contribute the further Sum of Five Lacks of Mucklidar Rupees, as his Share of the Charge for the current Year; Mr. Graham has therefore been directed to apply to him for the ſame.

"Warren Haſtings,
P. Francis.
Edward Wheler."

To ſhew that the Governor General did accordingly write to the Rajah Cheit Sing in conſequence of the above unanimous Reſolution,

Read, from Book 516, already delivered in, the following Letter from the Governor General to the Rajah Cheit Sing, dated the 21ſt July 1779, beginning at Page 35 of the ſame Book.

"To Rajah Cheit Sing, written the 21ſt July 1779.

"44. The Term of your Engagement for the Payment of an annual Subſidy as your Share of the Expence of the War being expired, and the War ſtill continuing, and the ſame Force being neceſſary to be kept up, I am therefore to deſire that you will pay to Mr. Thomas Graham the further Sum of Five Lacks of Muchledar Rupees as your Proportion for the preſent Year. Mr. Graham has accordingly Orders to receive it from you, and it is neceſſary that you do not delay to pay it to him.

The Counſel for the Defendant ſtated, That they ſhould next read an Extract from a Conſultation already on the Minutes, but not read by the Managers for the Commons, to ſhew that, notwithſtanding the above Injunctions againſt Delay, freſh Complaints were made by the Reſident on the 16th of Auguſt following of the Rajah's Conduct in this Reſpect.

Read, the ſame, from Page 88 of the printed Minutes.

Secret Dept.
Thurſday.

"Fort William, 26th Auguſt 1779.

"At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Richard Barwell, Philip Francis, Edward Wheler, } Eſquires.
Lieutenant General Sir Eyre Coote, K. B.

"Read and approved the Proceedings of the 16th Inſtant.

"Read the following Letters from Mr. Thomas Graham.

"Honourable Sir, and Sirs,

"Immediately on the Receipt of your Honourable Board's Letter of the 19th ultimo, directing me to demand of Rajah Cheyt Sing Payment of the Sum of Five Lacks of Muchlidar

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(a) Vide Appendix, Nº CCXXIII.

Rupees, as his annual Proportion of the Burthen of the preſent War with France, I waited upon him, and at the ſame Time that I communicated the Orders of your Honourable Board to myſelf, I delivered to him the Honourable the Governor General's Letter to him in Confirmation thereof. He then gave me for Anſwer, that he had not the Ability to diſcharge the Demand. As this was ſimilar to the Anſwer he gave me when I demanded Payment of his Subſidy for the laſt Year, I did not conſider it as a definitive one, and therefore continued in renewing my Demand every Second Day; finding, however, that he holds to the Terms of his firſt Reply, and ſeeing no Probability of a ſpeedy Change in his Sentiments, I am unavoidably reduced to the Neceſſity of applying for your Honourable Board's further Inſtructions on this Head. Until they arrive, I ſhall follow the Orders already ſent me, by repeating my Requeſt for Payment every Second or Third Day.

“ Benares, I have the Honour to be, &c.
the 16th Auguſt 1779. (Signed) Thoˢ Graham, Reſident.

(Signed at the End of the Conſultation)
“ Warren Haſtings,
P. Francis,
Edwᵈ Wheler.”

The Counſel for the Defendant informed the Houſe, that in conſequence of the above Letter from the Reſident, the Firſt Meaſure of Compulſion was taken againſt the Rajah Cheit Sing, and they ſhould proceed to ſhew, that it was notified to him by the Governor General, in order to prevent the Neceſſity of purſuing it.

Read, from Book 23, already delivered in, the following Letter from the Governor General to the Rajah Cheit Sing, dated Auguſt 28, 1779, beginning at Page 41 of the ſame Book.

“ To Rajah Chite Sing, written the 28th Auguſt 1779.

“ 25. I have received your Letter in Reply to the one I wrote to you, requiring the Payment of Five Lacks of Rupees as your Share for the preſent Year of the Expences of the War, and am greatly aſtoniſhed at your Refuſal and pretended Plea of Inability, it being very inconſiſtent with the Duty you owe to the Company. I now repeat my Demand, that you do, on the Receipt of this, without Evaſion or Delay, pay the Five Lacks of Rupees into the Hands of Mr. Thomas Graham, who has Orders to receive it from you, and Authority, in caſe of your Refuſal, to ſummon the Two Battalions of Sepoys under the Command of Major Carnac, to Benaras, that Meaſures may be taken to oblige you to a Compliance; and in this Caſe, the whole Expence of this Corps from the Time of its March will fall on you.”

To prove the Reſident's ineffectual Endeavours to obtain Compliance from the Rajah, notwithſtanding his frequent Applications to him for that Purpoſe,

Read, from Book 55, already delivered in, the following Extract of a Conſultation of the 13th of September 1779, beginning at Page 443 of the ſame Book.

“ Fort William, 13th September, 1779.
“ At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Edward Wheler Eſquire,
Lieutenant General Sir Eyre Coote K. B.
Mr. Barwell and Mr. Francis indiſpoſed.

“ In my Addreſs of the 15th ultimo I acquainted your Honble. Board with my Proceedings to that Time regarding the Demand of Five Lacks, made on the Rajah as his Proportion of the Burthen of the War with France; ſince then I have, as I informed your Honble. Board I ſhould, renewed my Application for Payment, either verbally or by Letter, every Second or Third Day, but his Anſwer has been uniformly the ſame, that he has not the Ability to diſcharge it. I have, excluſive of theſe repeated Applications, alſo uſed every Argument in my Power to convince him that, as a Subject of Government, it was a Duty inſeparable from his Allegiance to afford every Aſſiſtance it might require whilſt it was engaged in a War, and that a Denial under ſuch Circumſtances was never admitted of.

“ I ſhall continue to impreſs him with thoſe Sentiments, and to urge him to make Payment, until I receive the further Inſtructions of your Honble. Board for my future Conduct.

“ I have the Honour to be, &c.
(Signed) Thoˢ Graham, Reſident.

(Signed at the End of the Conſultation)
“ Warren Haſtings,
Edwᵈ Wheler.”

To ſhew that the Reſident informed the Board of his having communicated to the Rajah the Orders he had received from the Board, to ſend for Major Carnac's Detachment,

Read, from Book 112, already delivered in, the following Extract of a Conſultation of the 29th September 1779, beginning at Page 628 of the ſame Book.

" Fort William, the 29th September 1779.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Richard Barwell, and Edward Wheler, } Eſquires.
Mr. Francis indiſpoſed.
Sir Eyre Coote gone to review the Army.

" The Proceedings of the 16th inſtant read and approved.
" Read the following Letters from Mr. Graham, Reſident at Benares.

" Honble. Sir, and Sirs,

Mr. Graham, 10th Sept. " I had laſt Night the Honor of receiving your Letter of the 26th ultimo, directing me to repeat the Claim which your Honble. Board had thought proper to make of Rajah Cheite Sing for Five Lacks of Rupees, as his annual Proportion of the Expence of the preſent War, and empowering me, in caſe of his perſiſting in refuſing Payment, to require Major Carnac with Two Battalions of Seepoys to march to this Place, and to wait your further Orders.

" Having alſo received the Honble. the Governor General's Perſian Letter to the Raja on the Subject, I have ſent it to him with a Letter from myſelf, requiring his immediate Compliance with the Orders contained therein, and deſiring that he would forthwith ſend a Perſon properly qualified to make Payment to me of the Five Lacks of Rupees; and further to ſend me a Reply to the Governor General's Letter. I ſhall immediately do myſelf the Honour to addreſs you on the Receipt of his Anſwer, which I flatter myſelf will prove ſatisfactory, and that I ſhall not be under the Neceſſity of making uſe of the diſcretionary Power which your Honble. Board have been pleaſed to lodge in me in order to compel him to Payment.

" Benares, the 10th September 1779.
I have the Honour to be, &c.
(Signed) Thoˢ Graham, Reſident.

(Signed at the End of the Conſultation)
" Warren Haſtings,
Edwᵈ Wheler." (a)

To ſhew that the Reſident continued to make freſh Complaints of the Rajah's Conduct,

Read, a further Extract from the ſame Conſultation, beginning at Page 629 of the ſame Book.

" Honble. Sir, and Sirs,

" I have this Day received an Anſwer from Rajah Chite Sing to the Letter which I informed your Honble. Board I had written to him on the 10th, requiring his Compliance with your Orders, wherein he ſends me an Anſwer to the Governor General's Letter, which I have taanſmitted to him, and acquaints me with his having conſented to the Payment of the Five Lacks of Rupees. As he ſtill holds forth his original Plea of Inability, I have every Reaſon to apprehend he will be very dilatory in his Payments, I beg therefore to be favoured with your Honble. Board's Orders as to the Conduct which in ſuch Caſes I muſt obſerve towards him.

" Benares, the 12th September 1779.
I have the Honor to be, &c.
(Signed) Thoˢ Graham, Reſident." (b)

To ſhew that repeated Orders were ſent to renew the Demand upon the Rajah Cheit Sing on the Part of the Company,

Read, a further Extract from the ſame Conſultation, beginning at Page 630 of the ſame Book.

" Honble. Sir, and Sirs,

" I have herewith the Honor to tranſmit you Twelve Bills of Exchange for the Sum of Calcutta Sicca Rupees 1,85,145 6 16 1, drawn in Favor of the Honble. Company, as per accompanying Invoice, being on Account of Rajah Chite Sing's Kiſt, due the 4th inſtant, and in Part Payment of his annual Tribute.

(a) Vide Appendix, Nº CCXXIV.

(b) Vide ſupra Appendix, ibid.

"Although Four completed Days are now elapſed ſince I had the Honour of informing you of the Rajah's having conſented to the Payment of the Five Lacks of Rupees, and although I ſent him a ſuitable Reply to the Letter he wrote me on the Occaſion, and at the ſame Time repeated my Requeſt for a Perſon being ſent to me ſufficiently qualified for diſcharging the Amount, no one has yet come, nor has any Money been paid me; on the contrary, through his Vakeel, he has ſolicited to be indulged with Time, but without ſpecifying any Period, which leaving Room for no other Anſwer than to deſire him to conform to the Orders he had received from your Honble. Board, through the Channel of the Governor General, I have ſent a Perſon to attend at his Durbar to require his ſpeedy Compliance therewith.

"Benares, I have the Honour to be, &c.
the 16th September 1779. (Signed) Thoˢ Graham, Reſident." (a)

Read, a further Extract from the ſame Conſultation, beginning at Page 634 of the ſame Book.

"Governor General.—As it appears by the laſt of the above Letters from Mr. Graham, that Rajah Cheyte Sing, whoſe preſent Ability to diſcharge the full Amount of the Sum demanded of him cannot be doubted, is endeavouring to amuſe our Reſident with Delays; and as his Reply, though it profeſſes an Intention of Compliance with his Claim, is a plain Evaſion of it; I think Mr. Graham, according to the Spirit of the Orders he had received, ought to have required the immediate March of Major Carnac's Detachment to enforce Payment from the Raja; but as he has omitted the Act in this Manner, and as it appears to be his Intention to wait for the further Orders of the Board, I move that the Contents of his Letter be imparted to the Commander in Chief, and that he be deſired to ſend Orders forthwith to Major Carnac to march without Delay in conformity to his former Inſtructions, giving Notice of the Day on which he ſhall move from his preſent Station to Mr. Graham; that the Expences of the Detachment from that Time until its Return may be charged to the Rajah; and that Major Carnac do continue his Route with the Two Battalions under his Command to Benares, unleſs Mr. Graham, upon the full Receipt of the Subſidy, ſhall notify to him that there is no Neceſſity for his proceeding. I further move, That Letters to the ſame Effect be prepared and diſpatched to Mr. Graham and Rajah Cheyte Sing." (b)

Read, a further Extract from the ſame Conſultation, beginning at Page 635 of the ſame Book.

Letter to Sir Eyre Coote.

"Sir,

"As it is implied by the encloſed Copies of Letters which we have received from our Reſident at Benares, That Rajah Cheyte Sing means to protract if not entirely to evade Payment of the Five Lacks of Rupees, required of him as his Share of the Expences of the War for the current Year, by his diſtant and illuſory Promiſes, although there can be no Doubt of his preſent Ability to diſcharge the Demand if he thought proper, we conceive that ſome effectual Means ſhould be taken to compel him to it.

"Mr. Graham has not yet required the March of Major Carnac's Detachment, in Obedience to the Letter of our Orders to him, we therefore requeſt that you will iſſue freſh Orders for this Detachment to repair forthwith to Benares, and there to wait according to your former Inſtructions, unleſs Mr. Graham in conſequence of the full Receipt of the Subſidy ſhall inform the Officer in Command of it, that his Proceeding is thereby rendered unneceſſary. It will be proper likewiſe to direct that the Day of March be notified to Mr. Graham, in order to enable him to claim the Expences of the Detachment from that Time until its Return to Dinapore, from the Rajah.

"Fort William, We are, &c."
the 29th September 1779.

To Mr. Graham.

"Sir,

"We have received your Letters of the 10th, 12th, and 17th inſtant.

"As we conceive that the Rajah means to amuſe you with vague and diſtant Promiſes, and thereby to protract, if not entirely to evade, Payment of the Sum required as his Proportion of the Expences of the War for the current Year; we are of Opinion that compulſory Means ſhould be immediately uſed to oblige him to diſcharge it, ſince there can be no Doubt of his preſent Ability; we have therefore deſired the Commander in Chief to iſſue his Order to Major Carnac to march forthwith to Benaras with the Detachment under his Command, and there to wait our further Orders, unleſs you in the mean Time, from the actual Receipt of the Subſidy, ſhall inform him that it is unneceſſary to proceed any further. Major Carnac will adviſe you on what Day he ſhall have marched from Dinapore; and we direct that you inſiſt on the Rajah's paying the Expences of the Detachment from that Time till its Return to the ſame Place, excluſive of the Subſidy for the War.

(a) Vide ſupra, Appendix, Nº CCXXIV.

(b) Vide Appendix, ibid.

“ Fort William, We are, &c.” (*a*)
the 29th September 1779.

Read, a further Extract from the ſame Conſultation, beginning at Page 632 of the ſame Book.

“ Honble. Sir, and Sirs,

“ I had the Honour of addreſſing you laſt Night, informing your Honble. Board of the Steps I had taken towards obtaining Payment of the Five Lacks of Rupees from Rajah Cheyte Sing. I this Day received a Letter from him, of which I beg Leave to ſubmit to your Conſideration the following Tranſlate:

‘ The Situation of my Affairs is well known to you, and I have repeatedly repreſented the ‘ Particulars to you. The Five Lacks of Rupees on Account, a Proportion of the Expence of the ‘ War, conformably to the Injunctions of the Honble. Engliſh Company, I have for this Time ‘ agreed to pay, neither am I dilatory or inattentive in providing for its Diſcharge; but the ‘ Amount is conſiderable, and can only be liquidated by Degrees. Within the Space of Four ‘ Months I will pay it to you by Inſtalments, to the End of the Month of Zelkidge' (correſponding nearly to the Middle of the Engliſh Month of January enſuing) ‘ I will compleat Payment of ‘ the Whole.—What is now preparing is Part of the aforeſaid Sum of Five Lacks ſhall be paid to ‘ you on Thurſday next, the 12th of Rumzau. My Thoughts are not a Moment at reſt from this ‘ Matter: But from inceſſant Applications, Inconveniencies are occaſioned to the Proviſion, and ‘ my Endeavours are interrupted. From your Indulgence I will diſcharge the Amount in the ‘ Manner above ſpecified.’

“ I ſhall be glad to be honoured with your Orders on the Subject of the foregoing Letter. In the Interim I conſidered it conſiſtent with the Spirit of thoſe Orders, already received from your Honble. Board, to reject the Propoſitions therein contained, and to repeat my Demand for the Whole without Delay.

“ Benares, I have the Honor to be, with the utmoſt Reſpect,
the 17th September 1779. (Signed) Tho' Graham, Reſident.” (*b*)

To prove that the Rajah Cheit Sing ſtill continued to make Excuſes,

Read, from Book 24, already delivered in, the following Letter from the Rajah Cheit Sing to the Governor General, received on the 25th September 1779, beginning at Page 276 of the ſame Book.

“ From Rajah Chite Sing to the Governor General, received 25th September 1779.

“ I have been honoured with your gracious Letter, urging me in the ſtrongeſt Terms to the Payment of Five Lacks of Rupees, on account of the Share of the Expences of the War for the preſent Year; and underſtand your Pleaſure, regarding your Hígneſs as my Maſter. In the Repreſentation which I ſent you of my Poverty and abſolute Inability, I had no View of preſerving my Property, and deceiving you by falſe Pretences; but I had really no Property left but what is apparent to every Body, ſuch as Elephants, Horſes, &c. which for the Support of my Credit I am obliged to keep, ſince that Credit is the Gift of your Highneſs's Bounty: But ſince you have been pleaſed to direct that I ſhould raiſe the Sum by any Means I can, I regard it as the Effect of my evil Deſtiny that the Repreſentation of my Situation had no Weight, and ſubmit to the Neceſſity of this once complying with your Order, notwithſtanding the Greatneſs of my Poverty which exceeds all Deſcription; I will make good the Sum gradually by the Diſpoſal of my Effects, and by Loans, the Particulars of which I cannot fully explain to you.

“ Since you have honoured me, your moſt faithful and obedient Dependent, with the greateſt Marks of Favour and Regard, even to the honouring me with the Title of your Son, I am hopeful from the Continuance of that Regard, that you will in future continually keep in View my Welfare and Intereſt, and will be kindly pleaſed to excuſe me from Services which are beyond my Ability to perform, on a Compliance with which my Support, nay even Life, and the Proſperity of the Country depends.”

(*a*) Vide ſupra Appendix, N° CCXXIV.

(*b*) Vide ſupra Appendix, ibid.

To ſhew that the Reſident was reduced to the Neceſſity of ſending for the Detachment to compel Payment, notwithſtanding all his Endeavours to effect it without,

Read, from Book 56, already delivered in, the following Extract of a Conſultation of the 25th October 1779, beginning at Page 21 of the ſame Book.

“ Fort William, 25th October 1779.

Public Dept; Monday.

“ At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Philip Francis,
Edward Wheler, } Eſquires.
Mr. Barwell indiſpoſed.
Sir Eyre Coote gone to viſit the different Stations of the Army.

“ Read, the following Letters from Mr. Graham.

Mr. Graham; 3d October.

“ Honourable Sir, and Sirs,

“ Rajah Cheyte Sing not having yet compleated Payment of One Lack of Rupees, in Part of his Subſidy of Five Lacks, notwithſtanding, agreeable to his own voluntary Propoſal, whereof I tranſmitted you a Tranſlate in my Addreſs of the 17th ultimo, he ought Twelve Days ago to have paid me a Lack and Twenty-five thouſand; I have, believing it to be conſiſtent with the Spirit of your Honble. Board's Inſtructions, dated the 26th Auguſt, in order to enforce Payment, this Day written to Major Carnac, requiring him with the Detachment under his Command to march to this Place with all convenient Expedition.

“ Benares,
3d October 1779.
“ I have the Honour, &c.
(Signed) Tho^{s} Graham, Reſident.

(Signed at the End of the Conſultation)
“ Warren Haſtings,
P. Francis,
Edw^{d} Wheler.” (a)

Read, a further Extract from the ſame Conſultation, beginning at Page 23 of the ſame Book.

Mr. Graham; 12th October.

“ Honble. Sir, and Sirs,

“ I have been honoured with the Receipt of your Letter of the 29th ultimo.

“ My Addreſs to your Honble. Board of the 3d inſtant, acquainted you not only of the Rajah's Continuation to procraſtinate the Payment of the whole Subſidy, but of his Failure in particular in the Payment of that Proportion which he had himſelf voluntarily fixed a Time for diſcharging; and of my having in conſequence ſent the neceſſary Notice to Major Carnac to march with the Detachment under his Command to this Place: Your further Inſtructions on this Subject now before me ſhall be punctually attended to. The Rajah, notwithſtanding he has been repeatedly made acquainted with your Honble. Board's determined Reſolution to obtain ſpeedy Payment, and of the Conſequences attended * on Delays, has only to this Day paid me the Sum of One Lack and nineteen thouſand Rupees.

* Sic in Orig.

(Signed at the End of the Letter)
Tho^{s} Graham, Reſident.” (b)

The Counſel for the Defendant ſtated, That the Whole of the Money was not paid till the Arrival of the Detachment, as would appear from the printed Minutes *, and from Three Letters received by the Board from the Reſident, which they ſhould now read.

Read, from Book 112, already delivered in, the following Extract of a Conſultation of the 28th of October 1779, beginning at Page 729 of the ſame Book.

“ Fort William, 28th October 1778.

Secret Dept. Thurſday.

“ At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Richard Barwell,
Philip Francis,
and
Edward Wheler, } Eſquires.
Sir Eyre Coote gone to viſit the different Stations of the Army.

“ Read, the following Letter from Mr. Graham.

(a) Vide Appendix, N^{o} CCXXV.

(b) Vide ſupra Appendix, ibid.

* Vide ſupra, Page 90 and 92.

To

Mr. Graham, 19th October.

"To the Honble. Warren Haſtings Eſquire, Governor General, and the Reſt of the Members, &c.

"Honourable Sir, and Sirs,

"The Purpoſe of this is to inform you that the Dynapore Detachment, under the Command of Captain Crabb, arrived here this Morning, and have for the preſent encamped contiguous to Ramnagur. As the Rajah has only yet paid Half the Amount of the Subſidy, viz. 2,50,000 Rupees, One Lack of which was paid me Yeſterday, I conclude therefore that in Two or Three Days more he will diſcharge the Whole; at leaſt he acquainted me ſo by the Perſon who came with the laſt Payment. I ſhall ſend your Honble. Board ſuch Information of his Conduct.

"Benares, the 19th October 1779.
I have the Honour to be, with the utmoſt Reſpect,
(Signed) Thomas Graham, Reſident."

(No Signature at the End of the Conſultation)

Read, the following Extract of a Conſultation of the 1ſt November 1779, beginning at Page 759, of the ſame Book.

"Fort William, the 1ſt November 1779.

"At a Council; Preſent,

* Sic in Orig.

* The Honourable Warren Haſtings, Governor General, and Council; *
Richard Barwell,
Philip Francis,
Edward Wheler, } Eſquires.
Sir Eyre Coote gone to viſit the different Stations of the Army.

Reſident at Banares.

"Honourable Sir, and Sirs,

"I have to acquaint you that the Rajah has this Day paid me the Sum of One Lack Ninety thouſand Rupees, which makes the whole Sum received from him on account the Subſidy, Benares Sicca Rupees Four Lacs Forty thouſand, The remaining Sum of Sixty thouſand he has promiſed to diſcharge To-morrow.

I have the Honour to be, &c.
"Benares, the 20th October 1779.
(Signed) Thoˢ Graham, Reſident,

(Signed at the End of the Conſultation)
"Warren Haſtings,
P. Francis,
Edwᵈ Wheler." (a)

Read, a further Extract from the ſame Conſultation, beginning at Page 760 of the ſame Book.

Reſident at Benares, has received the Remainder of the Subſidy; requires an Eſtimate from the Commanding Officer of the Expences of his Detachment. calls on the Raja for the Payment of the ſame.

"Honourable Sir, and Sirs,

"I have the Pleaſure to inform you, that Rajah Cheyt Sing has made good the Payment of the Subſidy of Five Lacs, and is in Readineſs to be diſpoſed of in ſuch Manner as your Honourable Board may think proper to direct.

"The better to enable me to make the neceſſary Demand of the Rajah for the Expences of the Detachment, I required an Eſtimate from the Officer commanding, which he having in conſequence furniſhed me with, I encloſe a Copy thereof, together with a Copy of his Letter, for your Honourable Board's Information. I have, agreeable thereto, called upon the Rajah for the Proportion due to the preſent Time; I expect his Anſwer To-morrow, when I ſhall have the Honour of again addreſſing you.

I have the Honour, &c.
"Benares, 22d Oct. 1779. (Signed) Thoˢ Graham."

Read, the following Extract from the printed Minutes, beginning at Page 90, of the ſame.

"Triplicate, Secret General Letter, dated 14th January, Fort William, 1780.

"To the Court of Directors.

9th July.

"41. We thought it neceſſary and conſiſtent to demand a further Contribution of Five Lacks of Rupees from Rajah Cheyt Sing, for his Part of the Expences of the War for the current Year, being the ſame Sum as he paid towards that End for the laſt Year.

(a) Vide Appendix, Nº CCXXVI.

(b) Vide ſupra Appendix, ibid.

" The Rajah ſtrongly pleaded his Inability to comply with this Demand, and even ſuffered us to ſend Two Battalions of Sepoys from Dinapore to Benares, to enforce the Payment, before he would grant it; at length, however, with much Difficulty, the Amount was received from him, added to a Penalty of 20,000 Rupees, for the Expences of the Two Battalions until their Arrival at Benares. 26th Aug. 29th Sept. 28th Oct. 1ſt Nov. 12th Nov.

" 42. We ſhall make but this ſhort Obſervation upon the Conduct of the Rajah, That whither * it proceeded from the Apprehenſion of eſtabliſhing a Precedent for exceeding the Sum of his annual and ſtipulated Revenue, or from a Senſe of Independence, it was equally unreaſonable, and an ungrateful Return for the Benefits which he has been allowed to derive from the Company's Protection. * Sic in Orig.

" We are,
Honourable Sirs,
Your moſt faithful
Humble Servants,
Warren Haſtings,
P. Francis,
Edwd Wheler."

" Fort William,
14th January 1780.

The Counſel for the Defendant informed the Houſe, they had now concluded their Evidence reſpecting the Subſidy of the Second Year, and ſhould next proceed to give Evidence reſpecting the Subſidy of the Third Year.

Read, from Book 26, already delivered in, the following Extract of a Conſultation of the 12th June 1780, beginning at Page 460 of the ſame Book.

" Fort William, the 12th June, 1780.

" At a Council; Preſent, Secret Dep. Monday.
The Honourable Warren Haſtings, Governor General, Preſident;
Philip Francis Eſquire,
Mr. Wheler indiſpoſed.

" Governor General.—By the propoſed Plan of Operations the Subſidy which we have hitherto received from the Rana of Gohud will ceaſe. All that we can require of him will be to join our Forces with the Quota of his Troops ſtipulated by the Treaty; it will therefore become neceſſary to provide a Military Fund for the Payment of this Detachment. I propoſe to the Board, as the Seaſon is now approaching in which our Demand upon Rajah Cheyt Sing for the Payment of his annual Contribution towards the Expences of the War ſhould be made, we do immediately inſtruct our Reſident at Benares to apply to him for the Sum of Five Lacks of Rupees, which Sum I propoſe ſhall be appropriated ſolely to the Payment of Major Carnac's Detachment.

(Signed at the End of the Conſultation).
" Warren Haſtings,
P. Francis,
Edwd Wheler." (a)

The Counſel for the Defendant ſtated, that, in conſequence of the Governor General's Plan, whereof the Propoſal juſt given in Evidence was a Part, Two Members of the Board delivered in a joint Minute on the 19th of June following, in which they conſidered this Subſidy as forming a Part of their general Eſtimates for the Year; and that they ſhould only read as much of that Minute as applied to this Subject.

Read, from Book 26, the following Extract of a Conſultation of the 19th of June 1780, beginning at Page 468 of the ſame Book.

" Fort William, the 19th June 1780.

" At a Council; Preſent, Secret Dep. Monday.
The Honourable Warren Haſtings, Governor General, Preſident,
Philip Francis, } Eſquires.
Edward Wheler, }
Lieutenant General Sir Eyre Coote abſent on a Viſit to the different Stations of the Army.

" 4th. Becauſe the propoſed Anticipation of the Demand of Five Lacks from the Rajah of Benares, and the ſole Appropriation of it to this Service, is no Relief of Expence or Increaſe of Re- Meſſ. Francis and Wheler's Minute, dated 15th June.

(a) Vide Appendix, N° CCXXVII.

ſource, ſince the above Five Lacks make Part of our General Eſtimate of Reſource for the Service of the current Year; and if applied to any Service not provided for in the ſame Eſtimate, will leave a Deficiency which muſt be made good out of ſome other Fund.

(Signed at the End of the Conſultation)

" Warren Haſtings,
P. Francis,
Edwᵈ Wheler." (*a*)

The Counſel for the Defendant ſtated, that it being already in Evidence (*b*) that the Demand was actually made on the 22d of June 1780, they ſhould next read a Letter from the Reſident, ſtating the Readineſs ſhewn by the Rajah Cheit Sing to comply with this Demand, and which was upon the printed Minutes, but which had not been read by the Managers for the Commons.

Read, the ſame from the printed Minutes, P. 93.

" Fort William, the 7th September, 1780.

Secret Conſultation.

" At a Council; Preſent,
The Honourable Warren Haſtings Governor General, Preſident;
Edward Wheler, Eſquire,
Lieutenant General Sir Eyre Coote, K. B.
Mr. Francis indiſpoſed.

" Read, the following Letter from the Reſident at Benares.

" Honourable Sir, and Sirs,

" In Obedience to your Orders of the 22d ultimo, I have demanded of Rajah Cheyt Sing the Sum of Five Lacks of Muchlidar Rupees, as his Proportion of the Burden of the preſent War with France. The Rajah has deſired me to inform you of his intire Submiſſion to Commands. He has promiſed to pay One Lack of this Amount within a few Days. I ſhall immediately adviſe your Honourable Board of the Receipt of it; and ſhall remit it upon the moſt advantageous Terms, I can obtain. I ſhall likewiſe urge the Rajah, in the ſtrongeſt Manner poſſible, to uſe the utmoſt Expedition in the Diſcharge of the remaining Part.

" I have herewith the Honour to incloſe you 14 Bills of Exchange, for the Sum of Calcutta Sicca Rupees, 1,61,819 : 4 : 13 : 1, drawn in Favour of the Honourable Company, as per accompanying Invoice, being the Balance on Account of Rajah Cheite Sing's Kiſt, due the 4th Inſtant, after Deduction of the Nabob Saadut Ally Cawn's Monthly Allowance of Standard Gourſhay Rupees 25,000.

I have the Honour to be, with the greateſt Reſpect, &c.

" Benares, (Signed) " F. Fowke,
21 July 1780. Reſident at Benares."

The Counſel for the Defendant ſtated, they would next proceed to ſhew in what Manner the Rajah fulfilled this Promiſe.

The Witneſs next produced a Book marked 535, and entitled " Bengal Letters
* Sic in Orig. Sent, being Part of the Correſpondence depoſited in the Reſident's Office at * Bar-
† Sic in Orig. nares 1775, † at 1781, received per Houghton, the 20th January 1791."

Read, the following Letter from the Reſident at Benares to the Governor General, &c. dated the 5th Auguſt 1780, beginning at Page 302 of the abovementioned Book.

" To the Honourable Warren Haſtings Eſquire, Governor General, &c. &c. &c.

" Fort William.

" Sir,

" I have the Honour to encloſe Rajah Cheyte Sing's Anſwer to your Letter reſpecting the Subſidy, which I received with Mr. Colebrooke's Letter of the 28th of laſt June.

" The Rajah has informed me of the Requeſt contained in the encloſed, and has deſired me
‡ Sic in Orig. to make the ſame Requeſt ‡ in his Part, in a public Letter to the Board. This I have refuſed to do; the Order of the Council leaves no Opening for ſuch an Application. The Exigencies of Government are great, and the early Notice given has the Appearance of a particular Proviſion. Theſe Reaſons I have aſſigned to the Rajah, and have ſtrongly urged the immediate Payment of the

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(*a*) Vide Appendix, Nº CCXXVIII.

(*b*) Vide ſupra, p. 92.

the Balance. I reminded him of the Riches he received from his Father, of the flouriſhing State of his Country, and of the eaſy Terms on which he holds it; and I added, that receiving* the Affair in this Point of Light, his Plea of Poverty and Inability muſt appear highly ridiculous. I ſhall continue my Demands upon the Rajah for immediate Payment; but I am afraid they will be attended with little Effect, till the Receipt of your further Commands.

* Sic in Orig.

"I have the Honour to be,
Sir,

"Benares, 5th Auguſt 1780.
"Yours, &c."
(No Signature).

The Counſel for the Defendant ſtated, that they ſhould complete their Evidence reſpecting the Demand of the Third Year, by reading Two Letters from the Board, one to the Reſident, and the other to Brigadier General Stibbert, already on the printed Minutes, but not read by the Managers for the Commons:

Read, the ſame from the printed Minutes, beginning at Page 95 of the ſame.

"Agreed, that the following Letter be written to the Reſident at Benares.

"Sir,

"We have received your Letter of the 5th inſtant, informing us that the Rajah, notwithſtanding his ſolemn Aſſurances, has hitherto paid no Part of the Balance of his Subſidy, ſpecified in your Addreſs of the 27th ultimo: That he had reſumed his Plea of Inability, and that you could form no Opinion how long he might think proper to protract the Payment. This Conduct of the Rajah ſeems to us without Excuſe. We direct therefore, that you demand inſtant Payment of the Balance due of his Subſidy; and if he ſhall not have diſcharged it at the Time of your Receipt of this Letter, that you exact from him, in the Name of the Board, the further Sum of One Lack of Rupees, as a Fine for his paſt Diſobedience. To enforce the Compliance due to our Authority, and to the Payment of the Sums required of him, we have given Orders that the Battalions, at the Stations neareſt to Benares, ſhould march immediately to that Place, and wait for ſuch Directions as may hereafter be tranſmitted to the Officer commanding there.

"Fort William, 19th October, 1780.
"We are, &c.
(Signed) Governor General and Council."

"Agreed, that the following Letter be written to Brigadier General Stibbert.

To General Stibbert.

"Sir,

"Having had late Occaſion to be much diſſatisfied with the Conduct of the Rajah of Benares towards this Government, in withholding the Payment of the Amount due from him as his Subſidy, we think it neceſſary to direct, and do direct you to iſſue Orders to the Commanding Officers of the Battalions, at the Stations neareſt to Benares, to march immediately to that Place, and wait ſuch further Orders as may hereafter be tranſmitted to them.

"Fort William,
19th October 1780.
"We are, &c.
(Signed) Governor General and Council."

Then the Lords adjourned to the Chamber of Parliament.

the Balance [illegible] of the Rates [illegible] from the [illegible] of the [illegible] Country [illegible] the said [illegible] [illegible] the [illegible] the Wife of [illegible] [illegible] I shall content my Demands upon the [illegible] be intended [illegible] [illegible] for Company

[illegible] the Honour to be,

[illegible]

Bombay [illegible] August 1756

The Council for the Defendant [illegible] they should complete their Evidence respecting the Demand of the Third Year, by reading Two Letters from the [illegible] the [illegible] and the [illegible] Ships [illegible] already in the printed Minutes, but not read by the Managers for the Commons.

Read, the same from the printed Minutes, beginning at Page [illegible] to the End.

[illegible] the following Letter be written to the [illegible]

"We have received your Letter of the [illegible] [illegible] informing us that the Rajah [illegible] standing [illegible] [illegible] the Soldiers, [illegible] in your [illegible] of the [illegible] [illegible] [illegible] [illegible] [illegible] to [illegible] the Council of the [illegible] [illegible] you [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] that [illegible] [illegible] the [illegible] of our Lady of [illegible] [illegible] the [illegible] [illegible] to our Authority, and to the [illegible] of the [illegible] [illegible] of him, we have given Orders [illegible] [illegible] [illegible] [illegible] [illegible] to this [illegible] [illegible] [illegible] [illegible] [illegible]

[illegible] [illegible] October, 1780.

Agreed, that the following Letter be written to [illegible] General [illegible]

[illegible] [illegible] [illegible] [illegible] the [illegible] of [illegible] [illegible] [illegible] from him as [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] them.

[illegible]

[illegible] [illegible] [illegible]

[illegible] the [illegible] [illegible] [illegible]

Die Jovis, 3° Maij 1792.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counſel for the Defendant, they might proceed with their Evidence.

The Counſel for the Defendant ſtated, That the next Subject on which they ſhould produce Evidence, was the Fourth and laſt Demand made upon the Rajah Cheit Sing during the War, to aſſiſt the Company with ſuch Part of his Cavalry as he could ſpare; for which Purpoſe they ſhould begin with a Minute of Sir Eyre Coote, when the Idea was firſt ſtarted of bringing down Cavalry for the Defence of the Province of Bahar.

Read, from Book 30, already delivered in, the following Extract of a Conſultation of the 4th September 1780, beginning at Page 55 of the ſame Book.

Secret Dept; Monday.

" Fort William, 4th September 1780.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Edward Wheler Eſquire, and
Lieutenant General Sir Eyre Coote, K. B.
Mr. Francis indiſpoſed.

" 4th September 1780.

" Sir Eyre Coote.—It has never ſince my firſt entering upon public Life fallen to my Share to deliberate on a Buſineſs of ſuch Extent and Importance as the preſent Criſis of the Company's Affairs in India, and unequal as I find myſelf to the Taſk of deviſing Means in my own Mind as well approved, as to leave me without a Doubt of their extricating them from the more than common Difficulties in which they are at preſent involved; nevertheleſs do I find myſelf called upon, equally by a Regard for the Intereſts of my Nation and my Employers, to ſuggeſt ſuch Meaſures as in my Judgement appear beſt calculated to repel thoſe Evils which have already fallen upon the Company's Poſſeſſions in the Carnatic, as well as to avert, if poſſible, the further Calamities with which their Intereſts in general are threatened.

" I am well aware of the very great Diſadvantages under which I ſhall here give my Opinions; I mean the Expectations entertained from this Quarter, both by the Company and the Nation, of Reſources to ratify thoſe Conditions unavoidable on a Renewal of the Charter; but whilſt not in Poſſeſſion of thoſe Reſources, and whilſt the very Spring from whence they are ſuppoſed to flow, and I truſt they may ſtill at a future Period be derived, is itſelf in Danger, I flatter myſelf I ſhall ſtand exculpated in the Eyes of my King, my Country, and my Employers, in recommending the Adoption of Meaſures for the Security of ſo important an Object to all, however oppoſite they may be to the immediate Hopes of the Public.

" In the preſent Exigency of our Affairs, with no Money in our Treaſury excepting the War Depoſit in our new Fort, and which I have been taught to underſtand the Demands againſt us, both from the Civil and Military Eſtabliſhments have nearly, if not entirely mortgaged, added to the Knowledge we have, that our Receipts of Revenue are barely adequate to defray our preſent Diſburſements, it behoves us to conſider in what Manner the Extraordinaries attendant upon the extenſive Wars, we are now engaged in, are to be ſupplied. (a)

(Signed at the End of the Conſultation)
" Warren Haſtings,
Edwd Wheler."

(a) Vide Appendix, N° CCXXIX.

Read, a further Extract from the ſame Minute and ſame Conſultation, beginning at Page 64 of the ſame Book.

" I ſay, for theſe moſt important Purpoſes, I would recommend a ſufficient Army being formed to the Southward; but to the good Effects of this ſalutary Meaſure I cannot help obſerving, that I perceive a very powerful Obſtacle, and which I ſhould be happy to ſee removed, I mean a Maratta Army on the Confines of Cattach, and now laying in conſiderable Force on our Borders. As they have had no Enemy to oppoſe, and as we have as yet neither made, or threatned to make, any Encroachments upon their Territories in that Quarter, I ſhould be glad to be informed of the Cauſe and Purpoſe of their being there; the more eſpecially, as I have been told that for upwards of Eleven Years paſt they have never once ſhewn themſelves in thoſe Parts.

" To this Query it may be anſwered, That as they have been there for ſome Months, and have offered us no Harm, they are our Friends. As a Military Man I muſt declare that the Circumſtance itſelf in the Effects it produces diſproves the Allegation; Were they invited into their preſent Situation by us, or did they come to ſuppreſs any Diſturbances that had ariſen there? If neither of theſe has been the Caſe, they muſt be an Army of Obſervation, leagued with thoſe who wiſh no good to our Affairs, and have proved more injurious to our political Intereſts than if they had abſolutely entered our Territories, in which Caſe we could immediately have applied the Remedy: But as they have conducted themſelves, they have, by forming a Barrier on our Frontier in the high Road of Communication with our Poſſeſſions on the Coaſt, encouraged, covered, and given Spirit and Confidence to Hyder Ally's Tranſactions in the Carnatic; whilſt they have on the other Hand ſerved * as to check and deſtroy every favourable Effect that might have reſulted from our Operations; and ſo alarmed and intimidated our Inhabitants, that there is not a Man amongſt them of any Rank or Denomination with whom I have converſed, and I have had full Opportunity, in coming down the Country, to learn their Sentiments, who has not expreſſed his Fears of their coming into this Country, and in ſuch Caſe pointed out his own defenceleſs State, and the Dependance he had upon us, as holding the only Power to afford him Protection. Under the Influence of theſe Apprehenſions, many are preparing, and ſome I am informed are actually removing their Property and Families to Places which appear to them more ſecure: With ſuch incontrovertible Evidence of the Prejudice done to the Eaſe and Happineſs of our Subjects by the Continuance of this Force at Cuttack, is it poſſible that I ſhould ſo totally overlook my Duty to the Public, both in my Civil and Military Capacity, as not to be anxious to diſburthen our Affairs of a Weight, which may impede every Operation we wiſh to carry on, either offenſive or otherwiſe.

* Sic in Orig.

" It is therefore my Opinon, That under whatever Authority they may be, an immediate Application ſhould be made for them to retire, as their remaining where they are diſturbs the Peace of our Provinces. This Requiſition will ſoon diſcover the Reality of their Intentions towards us; and in order that we may not ſuffer ourſelves to be further injured by Delays, a Time ſhould be ſtipulated for receiving an Anſwer; ſhould this be denied us, our own Safety and Intereſts will dictate to us how to act.

" I muſt further point out the Neceſſity of covering the Province of Bahar, which now lies open and expoſed to the Incurſions even of ſmall Parties of the Enemy; for this Purpoſe I recommend the giving immediate Orders for completing our Two Regiments of Cavalry, and calling them down as ſoon as the Seaſon will admit, for its Protection.

" I do not apprehend at this Time any Danger to the Viziers, Provinces, as the Troops ſtationed in thoſe Parts, when properly arranged, will, excluſive of our Cavalry, be more than ſufficient to prevent the Marratas from entering them.

" It ſhould however be ſtrongly recommended to the Vizier to be attentive to the keeping up a reſpectable Body of Horſe; and the Reſident directed to urge the Neceſſity of their being regularly and punctually paid.

" As theſe are the Outlines neceſſary to be firſt conſidered, I ſhall not take up the Attention of the Board further at preſent, but reſerve what I have ſtill to propoſe until the detail of the Buſineſs ſhall be entered upon.

(Signed) Eyre Coote." (a)

The Counſel for the Defendant ſtated, That the Subject of protecting the Bahar Province was again taken up on the 18th of September, and they ſhould proceed to read an Extract from the Conſultation of that Date,

Read, the following Extract of a Conſultation of the 18th September 1780, beginning at Page 213 of the ſame Book.

(a) Vide Appendix, Nº CCXXIX.

" Fort William, the 18th September 1780.

Secret Dep. Monday.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Edward Wheler Eſquire,
and
Lieutenant General Sir Eyre Coote K. B.
Mr. Francis indiſpoſed.

" The Board agree with the Commander in Chief in the Sentiments expreſſed in the above Minute, and refer it to him take ſuch Precautions and to paſs ſuch Orders as may be immediately neceſſary to guard againſt the Event of an Invaſion. (*a*)

(Signed at the End of the Conſultation)
" Warren Haſtings,
Edwd Wheler."

The Counſel for the Defendant ſtated, That the above being the Situation antecedent to the Arrival of the News of Colonel Baillie's Defeat, they ſhould next produce a Letter from Sir Edward Hughes to the Board, giving an Account of that Miſfortune.

Read, the following Extract of a Conſultation of the 22d September 1780, beginning at Page 247 of the ſame Book.

" Fort William, the 22d Sept. 1780.

Secret Dep.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General; Preſident,
Edward Wheler Eſquire,
Mr. Francis, and
Lieut. Gen. Sir Eyre Coote indiſpoſed.

Read, a Letter from Sir Edward Hughes, as follows:

Sir Edward Hughs's. 14th Sept.

Superb,
Worceſter,
Exeter,
Burford,
Eagle,
Sartine,
Nymph,
York Store ſhip.

" Sir, and Gentlemen,

" I arrived in this Road on the 12th inſtant, with his Majeſty's Ships named in the Margin, in order to compleat their Proviſions and Stores for the Paſſage to the Malabar Coaſt and Bombay; at which Place my Arrival is moſt earneſtly preſſed by the Preſidency, by Letters of the 14th Auguſt laſt, enloſing Extracts of Intelligence from the Court of Directors, dated the 24th March laſt, giving Information of Seven capital Ships having ſailed from France, with 7000 regular Troops, and ſuppoſed to be intended againſt Bombay, and which correſponds with Cautions given me before I left England, as well as all the Intelligence I have of late received.

" On that Day it was greatly feared ſome untoward Accident had prevented the Junction of a large Detachment of Europeans and Sepoys, under the Command of Lieut. Col. Baillie, with the Army under the Command of Sir Hector Munro; ſorry am I to tell you, that laſt Night's Advices from the Army have given Certainty of the Deſtruction, not only of the Whole of Lieut. Col. Baillie's Detachment, but alſo of a Reinforcement ſent to ſupport it, conſiſting of all the European Grenadiers and Light Infantry, and all the Sepoys Grenadiers of the Army, making together more than 400 Europeans, and 3000 Sepoys, with about 50 Officers; and, in conſequence of this Diſaſter, the Army under Sir Hector Munro has retreated to Chinglaput, on its Rout to the Mount, in great Want of every Thing, and, as the Report is, having loſt the Whole of their Cannon and Baggage: In ſhort, Sir and Gentlemen, as far as my Knowledge of Land Service aſſiſts me, it appears to me, that under the preſent Circumſtances, and with all the Force this Preſidency can poſſibly bring into the Field, they will be in no Condition to face the Enemy, unleſs you ſend them a large and timely Reinforcement of Troops; nor will Troops alone ſave this ſinking Settlement, for I am aſſured by the Governor, that they have no Money in the Treaſury, nor any evident Means of raiſing it, in any Proportion adequate to their preſent Exigencies.

" Under all theſe Circumſtances, I truſt you will not think me importunate, if I recommend to your moſt ſerious Conſideration, the imminent Danger there is of the Loſs of the Company's very valuable Poſſeſſions on this Coaſt, unleſs you give them that effectual and timely Succour of Men and Troops abſolutely neceſſary to ſave them, for the preſent Force with Hyder Ally is not all they have to contend with; I have not a Doubt that a regular Plan of Operations is ſettled between him and the French, and that a very large Body of regular Troops will, by ſome Means or other, be ſent to Hyder's Aſſiſtance.

" Strongly impreſſed as I am with this Certainty, and the Poſſibility and even Probability that the French may bring a ſuperior Naval Force into theſe Seas, I think it my indiſpenſible Duty to warn you, Sir, and Gentlemen, of the evident Neceſſity there now exiſts to guard not only the Company's Territories on this Coaſt, but Fort St. George itſelf, from the Arms of France and Hyder at this Time, when the whole national Strength is required to make Head

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(*a*) Vide Appendix, No CCXXX.

againſt the combined Force of France, Spain, and our rebellious Colonies; and that this may be the more eaſily and effectually done, I muſt earneſtly wiſh and recommend that, laying aſide all other Plans of Operation againſt the Mharattas or any other Country Powers, the Three Preſidencies do heartily concur, by every Means both of Men, Money, and Treaties, to reduce this habitual Foe to the Engliſh Nation, within due Bounds; in the effecting of which, and every other Service for the public Good, you may be aſſured of my moſt hearty Concurrence and beſt Aſſiſtance.

“ As His Majeſty's Sloop Nymph is deſtined for further Service of the utmoſt Conſequence to the Public, and which requires her ſpeedy Return to join me here, I have directed Captain Stevens, who commands her, to proceed no farther than Ballaſon Road; but I truſt, Sir and Gentlemen, you will do me the Honour to communicate to me fully, before I leave this Coaſt, your Senſe of the State of the public Affairs, as well as your Opinions on the moſt proper Mode of conducting them, that my Want of Information may not preclude me from the active Part I wiſh to take in all Things for the Intereſt of the Company and the Nation.

“ I am, &c.

“ Superb, in Madras Road, (Signed)
14th September 1780. “ Edward Hughes.” (a)

(Signed at the End of the Conſultation)
“ Warren Haſtings,
Edwᵈ Wheler.”

The Counſel for the Defendant ſtated, they ſhould next read a Minute of the Defendant's, entered on a Conſultation of 25th of September following, propoſing, among other Things, to refer it to the Commander in Chief to offer a Plan for the Military Operations of the Government on this Occaſion, as appertaining to his ſeparate Province.

Read, the following Extract of a Conſultation of the 25th September 1780, beginning at Page 341 of the ſame Book.

“ Fort William, the 25th September 1780.

Secret Dep. Monday.

“ At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Philip Francis, }
Edward Wheler, } Eſquires.
and
Lieutenant General Sir Eyre Coote, K. B.

“ The Governor General delivers in the following Minute:

Governor General.

“ Governor General.—This is not a Time either for long Deliberation at Home, or the formal and tedious Proceſs of Negociation Abroad. The Calamity which has befallen us upon the Coaſt, and the alarming Superiority which Heyder Ally Cawn has acquired in the Carnatic; the Deſpondency of the Government of Fort Saint George; the Conſternation and Diſtruſt which ſeem to have ſpread themſelves among all thoſe who are ſubject to it * Authority, its utter Want of preſent Means and Reſources; the Diminution of their Military Strength, and its declared Inſufficiency for the War which it is to ſuſtain; and above all, the authentic Informations which we have received of a great Naval and Military Armament prepared by the Court of France, and deſtined, beyond all Doubt, to co-operate with Hyder Ally, demand the moſt inſtant, powerful, and even hazardous Exertions of this Government, to avert the Event portended by ſo many concurrent Difficulties; to this Point every other Conſideration muſt now give Place. Without further Preface I propoſe the following Reſolutions:

* Sic in Orig.

“ 1ſt. That the Sum of Fifteen † Laaks of Rupees be immediately ſent to Fort St. George in Specie, and laden for that Purpoſe on the Honourable Company's Ship the Duke of Kingſton, and the other Veſſels which are now on the Point of ſailing for Madras.

† Sic in Orig.

“ 2d. That the Treaſure depoſited in the New Fort, including the Moiety, lately taken from it, be all replaced in the General Treaſury, to be applied to the preceding Purpoſe, and other Exigencies of this Government.

“ 3d. That a large Detachment of European Infantry and Artillery be immediately ſent to Fort St. George, by the Duke of Kingſton, and the other Veſſels which are now on the Point of ſailing for Madras. To this Propoſition, as a neceſſary and eſſential Part of it, I muſt add the following, viz. That the Commander in Chief be requeſted, and I do, for my own Part, make it my moſt earneſt and particular Requeſt, that he will proceed himſelf immediately to the Coaſt, and take the Command of the Army on that Eſtabliſhment. The Commander in Chief will pardon this formal and official Solicitation. I know the Ardor of his Zeal for the public Service;

(a) Vide Appendix, Nº CCXXXI.

and that this Principle will of itſelf impel him to be, wherever it ſhall moſt require his Preſence; but I think this a Caſe in which it would mark too great an Indifference to the public Welfare, and too cold a Senſe of the Utility of his Services, to leave the Offer of them to his unſolicited Opinion. I make no Scruple to avow, that although I am convinced that the Danger impending on our Intereſts in the Carnatic might be eaſily repelled, even with the Force which it already poſſeſſes for its Defence, yet I cannot place any Reliance upon it, unleſs it ſhall be properly applied and conducted; that I do not think it has been properly applied, nor expect that it will be properly conducted, unleſs Sir Eyre Coote will at this Criſis ſtand forth and vindicate in his own Perſon the Rights and Honour of the Britiſh Arms. I mean not to compliment his military Experience; * and above all, the high Eſtimation in which his Name is held by the World, and eſpecially by that Part of it, where it was principally acquired, mark him as the only poſſible Inſtrument to retrieve our paſt Diſgraces, or to preſerve the Britiſh Intereſts and Poſſeſſions in the Carnatic from utter Ruin.

* Sic in Orig.

“ Our Armies, which have been ſo long formed to the Habits of Conqueſt, will not eaſily recover from the Impreſſion of the dreadful Reverſe which has lately befallen them, nor be brought to act with the former Confidencies under unſucceſsful Commanders. The Addition of Numbers will not relieve their Apprehenſions, and will but contribute to oppreſs the Hands which have been already proved too weak to ſuſtain the Weight of an inferior Charge.

“ 4. That an immediate Offer of Peace be made to the Maratta State in the Mode and in the Conditions following; viz. That as the Miniſters of that State have profeſſed a Deſire for Peace, which has been equally the Wiſh of this Government, even from the Commencement of the War, and as the Attainment of it ſeems to have been hitherto impeded by the Difficulty of managing a Negotiation between the Principals, ſituated at ſo great a Diſtance from each other; to preclude all further Delays, we do at the ſame Time offer Peace, and bind ourſelves to the Obſervance of it, on their Acceptance and Ratification of the following Conditions; viz.

“ 1ſt. That all Acquiſitions made by our Forces in the Courſe of the War, and retained in our Poſſeſſion as the Property of the Company, ſhall be delivered up and reſtored to the ſame Footing as that on which it ſtood before the Commencement of the War, but that ſuch as have been conquered and ceded to others, in virtue of former Treaties, ſhall remain and be confirmed to the Perſons to whom they were ſo ceded, and the Treaties concluded with them remain firm and inviolate.

“ 2d. That a Proviſion be made for the Maintenance of Ragonaut Row during his Life; and that he ſhall be permitted to reſide where he pleaſes, excepting Bombay, or any Place nearer to Bombay than Surat; but ſhall receive no Aſſiſtance from the Governor General and Council of Bengal, nor from any other Preſidency of the Company; nor, if he ſhall chuſe any of the Company's Preſidencies or Settlements for the Place of his Reſidence, ſhall he be permitted to reaſſert his Pretenſions to the Adminiſtration of the Maratta State, without the entire and univerſal Conſent and Requiſition of all the Members of the State, who are included as Parties in this Treaty.

“ 3d. That the Peſhwa and Rulers of the Maratta State ſhall agree to an Alliance, offenſive and defenſive, with the Company againſt the French and Hyder Ally Cawn, and ſhall immediately employ their Forces, in conjunction with ours, in the Invaſion of his Dominions, and in the Proſecution of ſuch Operations † againſt againſt him as the Circumſtances of the War, and the Judgement of thoſe who have the Conduct of it on both Sides ſhall determine; and if, in the Courſe of it, any Acquiſition of Territory ſhall be made, theſe ſhall be equally ſhared between the Parties to this Engagement, in ſuch Manner as ſhall be moſt ſuitable to the Situation and Contiguity of the Places or Dominions at this Time reſpectively held by them.

† Sic in Orig.

“ 4th. That, if the Peſhwa ſhall not agree to the propoſed Alliance, Peace be nevertheleſs concluded, each Party retaining what it hath acquired, or that a Suſpenſion of Hoſtilities ſhall take place on both Sides during ‡ on Year from the Date of the Treaty, for the Purpoſe of negotiating the Terms of a future and perpetual Adjuſtment.

‡ Sic in Orig.

“ 5th. That the Treaty ſhall be concluded with the Mediation and Guarantee of Raja Moodajee Booſla, who ſhall be a ſubſcribing Party to it, and ſhall bind himſelf and his Succeſſors to the faithful Obſervance and Support of it.

“ 6th. That the Treaty ſhall be ſealed, ſigned, and ſanctified by the reſpective Parties to it, with the moſt ſolemn Oaths preſcribed by their reſpective Religions.

“ 7th. That One Copy of the Treaty, executed in the Manner above preſcribed by the Governor General and Council of Bengal, being received by the Peſhwa or his Miniſters, Two Copies or Counterparts thereof ſhall be in like Manner executed by the Peſhwa and principal Rulers of the Maratta State, and Raja Moodajee Booſla, as the Guarantee to it, in the Manner abovementioned; and ſhall be tranſmitted, One to the Government of Bombay, and the other to General Goddard, or to the Officer commanding the Detachment ſent from Bengal, that all Hoſtilities may immediately ceaſe on both Sides, and each provide for the due Execution of the Treaty; but until the Treaty ſhall be thus ratified on the Part of the Peſhwa, it ſhall not be binding on the Governor General and Council; neither ſhall it be binding, unleſs it ſhall be ſo ratified within Two Months after the Receipt of it.

“ 5th. That a Letter be written to the Preſident and Select Committee of Bombay, and a ſimilar Order to General Goodard and Major Carnac, requiring and commanding them immediately to ſuſpend all Hoſtilities and military Operations on the Receipt of a Requiſition in Writing to that Effect, and a Notification from the Peſhwa, that the like Order has been given on his Part to the Officers commanding his Armies; and that the Peſhwa be adviſed of theſe Orders, that, if deſirous of Peace, he may make the ſaid Requiſition and Notification accordingly.

“ 6th. That the Treaty being executed by the Governor General and Council, in the Manner ſpecified by the 6th and 7th Articles of the 4th Reſolution, it be forwarded to Modajee Borſla, with Two blank Copies of it, that if he ſhould approve of it, it may be previouſly ratified on his Part as Guarantee, and tranſmitted, with the Treaty executed by this Government, to the Peſhwa, for his Ratification, in the Manner preſcribed by the 6th and 7th Articles of the 4th Reſolution.

“ This is all that I propoſe, as immediately neceſſary. The Commander in Chief will offer ſuch a Plan for the Diſtribution of our Troops and other military Arrangements, as appertain to his ſeparate Province.

“ Other ſubſidiary Meaſures may be the Subjects of future Deliberation.

“ Agreed, That the Conſideration of the foregoing Propoſitions be deferred until the next Meeting.

“ The Board adjourned till To-morrow Morning at 10 o'Clock.

“ Warren Haſtings,
P. Francis,
Edw^{d}. Wheler.”

The Counſel for the Defendant ſtated, That the Commander in Chief, in conſequence of the above Reference to him, delivered in his Plan on the following Day, which they ſhould now read, together with the Minutes of the reſt of the Board on that Occaſion.

Read, the following Extract of a Conſultation of the 26th September 1780, beginning at Page 358 of the ſame Book.

“ Fort William, the 26th Sept. 1780.

At a Council; Preſent,
The Honourable Warren Haſtings, Governor General,
Philip Francis, Edward Wheler, } Eſquires.
Lieut. General Sir Eyre Coote, K. B.

“ Mr. Francis delivers in the following Minute on the Propoſitions recorded by the Governor General on Yeſterday's Proceedings.

“ Mr. Francis.—I am earneſtly deſirous of giving every Aſſiſtance and Relief to the Preſidency of Fort St. George that Prudence and a due Regard to our own Safety will admit of; our Endeavours to provide for the Security of the Company's other Poſſeſſions in India ſhould always be guided and limited by the fundamental Principle laid down for us by the Court of Directors in our general Inſtructions, to make the Safety and Proſperity of Bengal the principal Object of all our Deliberations and Reſolutions; and I truſt that the Board will not loſe Sight of this Principle in the preſent Debate.

“ 1ſt. I ſee many Objections to the Governor General's firſt Propoſition. The Sum of 15 Lacks in Specie is much too great for this Government to ſpare from its own preſſing Occaſions; nor do I think that ſo great a Sum ought to be truſted at once to the Gentlemen of Madras, if our Treaſury were full; if we ſupply them gradually and with Moderation, it is probable they may apply our Money with Oeconomy to the Service for which we intend it; if not, I very much fear it will not only be miſapplied, but waſted. Before we part with any Thing, we ought to look into the State of our own Treaſury, and ſee what Supplies can be afforded from it, conſiſtently with the immediate Demands and other indiſpenſible Services of this Government.

“ We had Yeſterday an apparent Balance of 44 Lack of Current Rupees, including 4,65,196 Bills, receivable, 1,26,990, unſorted Treaſure, and Depoſits of private Property to the Amount of C. R^{s} 16,51,653. This is our actually exiſting Fund. The Paymaſter General's immediate Demand on this Fund is for 17 Lack 59,556, other Orders unpaid amount to C. R^{s} 15,91,441. The Civil Service, I believe, is univerſally in Arrears, the Artillery Laſcars, the Artificers, and all the Sepoy Battalions, except one, are Three Months in Arrears. On the Fifth of next Month, the Paymaſter General will call upon us for C. R^{s} 5,47,000, excluſive of any Bills that may be drawn by General Goddard and Major Carnac; put theſe Demands together, and ſee in what State we ſhall be left when they are ſatisfied, as ſome of them at leaſt muſt be, without Delay. In effect, we have no Fund to meet our moſt preſſing Expences; nor do I ſee by what Means it will be poſſible to create ſuch a Fund as our Situation requires. Before we have a conſiderable Sum in Hand I would not undertake to ſend large Supplies to the other Preſidencies. For theſe Reaſons I think that the preſent Supply to Fort St. George ſhould not exceeed Half the Sum propoſed; nor could any Thing but their preſſing Neceſſities extort even this Sum from me in the preſent State of our Treaſury.

" 2d. If it depended on me, I would rather take Meaſures to increaſe the Depoſit in the New Fort than proclaim our Diſtreſs to all India, by taking away the Reſidue now left there. It is a dreadful Conſideration that a Government, ſuch as this, ſhould not at all Times have a Reſerve of 20 or 30 Lack in Specie at its Command.

" 3dly. On the Firſt Part of the Third Propoſition, I muſt ſubmit to the Judgement of the Commander in Chief, whether a large Detachment of European Infantry and Artillery can be ſpared with Safety from the Defence of Fort William, and of theſe Provinces. It is not aſcertained by what Conveyance they are to be ſent. The Kingſton, it is ſaid, may be ready in Ten Days, but this is the only Ship now under Orders for ſailing, and it is feared, that even ſhe will arrive on the Coaſt at a Time when it may be very difficult, if not impoſſible, to land the Stores or Men. I deem this to be a Point of very great Conſequence, and hope the Board will attend to it. As the Governor General declares that he is convinced that the Danger impending on our Intereſts in the Carnatic might be eaſily repelled, even with the Force which it already poſſeſſes for its Defence, if properly conducted, I concur in the Requeſt propoſed to Sir Eyre Coote; but I do not ſee the ſame Neceſſity for ſending a Reinforcement of Troops.

" 4th. I agree to the Fourth Paragraph, with the following Reſervations; viz. that all Acquiſitions whatever on the Malabar Coaſt, made by us ſince the laſt Rupture with the Poonah Government, ſhall be reſtored. I could not continue the War for the ſake of keeping Futty Sing in Poſſeſſion of any Part of Guzerat. With reſpect to the Rana of Ghoid, I would ſecure him, if poſſible, in the Poſſeſſion of whatever is properly his own Dominion; but I would keep Groſlior, which is a Royal Fortreſs, and not his, to be made uſe of in our Accommodation with the Marattas; that is, I would exchange it for Baſein, and garriſon it until that Point can be accompliſhed. I agree to the Article reſpecting Ragonaut Rory, except that he ſhould not be permitted to reſide at Bombay; and if he could be removed entirely from that Coaſt to ſome other Reſidence, I think that one principal Cauſe and Inſtrument of future Quarrel with the Marattas would be thereby removed.

" On the Third and Fourth Articles of the Fourth Propoſition I am of Opinion, That we ought to make Peace with the Marattas at all Events, becauſe I deem it a Caſe of indiſpenſible Neceſſity which ſupercedes all other Conſiderations; it is undoubtedly much to be deſired that they ſhould join with us againſt Hyder Ally; but in our preſent Circumſtances it is of itſelf a Point of ſo much conſequence, and will give us ſo great a Relief to put an End to the War with the Marattas, that I think it ought not to be embarraſſed with any Conditions which they can reaſonably refuſe. All they deſire, as I underſtand, is that we ſhould reſtore them their Property: They are content to ſit down with the heavy Loſſes and Diſtreſſes they have ſuffered in the Courſe of our different Invaſions of their Country. I ſhall not object to the Mode propoſed for obtaining a ſpeedy Determination of the Queſtion, whether the Marattas will accede to our Propoſal or not. The Governor General knows better than I do what Dependence is to be placed in the Zeal and Friendſhip of Moodajee Booſla. For my own Part I fear Delays, and am inclined to think, that if Major Popham, or ſome other Officer from that Quarter, were ſent to Poonah with the Treaty in his Hand, it would be the ſhorteſt Courſe, and the moſt likely to ſucceed.

" I ſubmit to the Board whether, in caſe the Marattas ſhould not join in an offenſive Alliance with us, it would not be proper to inſert an Article in the Treaty, to provide for the free Paſſage of General Goddard's Army through their Country, and its Return home, ſuppoſing we ſhould at any Time think fit to demand it. I have not mentioned the Recal of Major Carnac's Detachment, nor any Thing that relates to the Arrangement of the Troops for the Defence of theſe Provinces, eſpecially to the Southward towards Cuttack, as I underſtand theſe Points have been duly attended to by the Commander in Chief, in whoſe Care and Judgement I confide. I think it would be proper to recommend it to Sir Eyre Coote, to inſiſt on the Reſtoration of Mr. Holland to his Rank in the Company's Service, from which he was diſmiſſed by a moſt arbitrary and unjuſt Reſolution of a Majority of the Select Committee, formed by the caſting Voice of the Preſident: It was an Indignity to this Government, which we ought to riſe at, as well as an Injury to Mr. Holland, which we are particularly bound to repair, ſince it was drawn upon him by his Compliance with our Inſtructions; I need hardly add that, in the preſent Juncture, his Services at the Nizam's Court may be turned to the moſt advantageous Account. An offenſive Alliance with this Prince ſeems to me one of the firſt Objects to be aimed at; and with ſome Conceſſions, which in Effect would coſt us nothing, I ſhould think it might eaſily be accompliſhed.

" But there ſtill is another Point which I deem eſſential to the Succeſs of every Meaſure we take for the Defence of the Carnatic, and which I muſt again beg Leave to bring into View. I mentioned it Yeſterday in Diſcourſe, and if we are unanimous, I ſhould have no Scruple to record my Opinion of it; if we are not unanimous, the Subject had better not be mentioned.

" Theſe Ideas are thrown together I confeſs with muſt leſs Care and Deliberation than the Importance of the Subject of them demanded. The Shortneſs of the Interval ſince the Cloſe of Yeſterday's

Council, obliges me to defer entering into many other important Conſiderations which are ſuggeſted to me by a general View of our Situation.

“ I beg Leave to annex an Abſtract State of our Treaſury, with the preſent and immediate Demands upon it.

“ State of the Treaſury 25th September 1780.

Whole Balance	—	C. Rs 44,12,895 10 6	
Deduct Depoſits of private Property	—	—	16,51,653 15 1
Orders to the Mr Paymaſter General unpaid	—	—	17,59,556 0 0
Deduct the Civil Eſtabliſhment unpaid	—	—	15,91,441 0 0
Demand of the Mr. Pay. Mr. Genl for the 5th of next Month		—	5,47,000 0 0
Public Offices for October eſtimated	—	—	2,60,000 0 0
			58,09,650 15 1
26th September, Ordered this Day to Madras	—	—	15,00,000 0 0
		Curt Rups —	73,09,650 15 1

(Signed) “ P. Francis.”

“ The Governor General.—As the principal Part of the Reſolutions which I had propoſed for the preſent Deliberation of the Board depends on the Reliance which I had placed on the Diſpoſition of the Government of Berar, I requeſt that the Board will permit Beneram Pundit, the Miniſter of that Government, to attend them, and anſwer ſuch Queſtions as may be put to him, for the Purpoſe of ſatisfying all Doubts which may remain reſpecting the Credit which is to be given to the Propoſitions of that Government; he is now waiting, if the Board ſhould think proper to order his Attendance.

“ Ordered, That Beneram Pundit be deſired to attend the Board.

“ The Miniſter Beneram Pundit attends the Board accordingly.

“ Mr. Nathaniel Middleton, being in waiting, is called in to interpret between the Board and Beneram Pundit.

“ The Governor General.—With the Permiſſion of the Board I will propoſe the Firſt general Queſtion to be put to Beneram Pundit.

“ Queſtion. The Board deſire to be informed generally of the Diſpoſition and Intention of your Maſter, the Rajah of Berar, reſpecting this Government, and that of the Paiſhwa in ſuch Points as have a Common Relation to both?

“ Anſwer. To the Paiſhwa my Maſter is bound by his Faith and his Religion, to this Government by a ſtrict Friendſhip. The Rajah's Deſire is to become the Inſtrument of effecting a Reconciliation between the Paiſhwa and this Government.

“ Queſtion. If we ſhall employ him as the Inſtrument of Peace, and the Mediator between us and the Paiſhwa, and the Terms that we may offer ſhall be ſuch as his Maſter ſhall approve, will he in ſuch Caſe be the Pledge to us for the Concurrence of the Paiſhwa; or in caſe he cannot anſwer for that Event, and our Offers ſhall be rejected, the Treaty be broken off, and the War continued, what Part will your Maſter take in ſuch a Caſe? Will he preſerve his Neutrality between us, or will he take a Part actually as our Friend or as our Enemy?

“ Anſwer. The Rajah is willing to pledge himſelf, that in caſe he ſhould be employed as the Inſtrument of Peace, and the Mediator between the Two Governments, and the Terms propoſed by the Company ſhall be approved by him, that they will be accepted by the Paiſhwa; if they are not, the Rajah himſelf will become the Company's Ally, and aſſiſt the Company to the utmoſt of his Abilities.

Queſtion. You have ſaid that the Rajah of Berar is bound to the Paiſhwa by his Faith and Religion, and you now ſay that if the Paiſhwa will not ratify his Approbation of our Propoſals he will be our Ally, how can he be in any Caſe our Ally, if he is bound to the Paiſhwa by his Faith and Religion?

Anſwer. If the Terms propoſed by the Company be reaſonable, and rejected by the Paiſhwa, a Breach of Faith is on the Paiſhwa's Side, and my Maſter will be juſtified in becoming the Company's Ally. The Rajah has written to me, that in caſe the Paiſhwa rejects the Terms, he will quit his, the Paiſhwa's, Cauſe, and become the Company's Ally.

“ Queſtion. In the Anſwers which you have given, have you ſpoken from Authority, or from your own Belief only?

“ Anſwer. I have ſpoken from the Authority of my Maſter's Letters. I am an Ambaſſador.

“ Queſtion. If your Maſter is ſo deſirous of Friendſhip with the Engliſh, what Occaſion is there for keeping up a large Army at Cuttack, which he muſt do at a great Expence?

“ Anſwer. My Maſter is obliged to keep up Appearances in Conformity to a Plan concerted by Nizam Ally Khan.

“ Queſtion. With whom is that Plan concerted?

“ Anſwer. With the Paiſhwa, with Nana Furneſſe.

“ Queſtion. Is the Rajah, Party to that Agreement between the Nizam and the Paiſhwa?

“ Anſwer. He is not. When Dewagur Pundit, the Dewan of Rajah Moodajee was at   Letters were received from Nizam Ally Khan by him and Nana Furneſſe, declaring that as the Rajah, his Maſter, was the Means of introducing the Engliſh Army into Decan, Nizam Ally and Nana Furneſſe had formed a Plan in which he muſt take a Part, and that he muſt march an Army to invade Bengal.

“ Queſtion. When did Chimnajee Baboo, Commander of the Army at Cuttack, receive his Diſpatches?

“ Anſwer. The Army marched on the Day of the Duſſorah, and arrived at Cuttack at the End of Byſac. *

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* The Day of the Duſſorah laſt Year was on the 5th of Cautic, which anſwers to the 19th October 1779. The laſt Day of Byſac 1187, anſwers to the 11th May 1780.

“ Queſtion. In the Poſtſcript of the laſt Letter written to the Governor General by the Rajah, he refers the Governor General to you concerning Aids to be given to Chimnajee Booſlah, what were the Orders which you received upon this Subject?

“ Anſwer. The Rajah writes to me, that a Supply of 16 Lack of Rupees will be needful, but that 12 Lack at all Events will be indiſpenſably neceſſary. This Money will not be loſt, it will be made good from the Acquiſitions that will be made by the unted* Operations of the Company's and Rajah's Troops. * Sic in Orig.

“ Queſtion. Were this Government to comply with ſuch a Requiſition, what Security or Pledge has it, or can it have, that the Army, for whoſe Benefit it is intended, will unite with us, or that it will not act againſt us?

“ Anſwer. The Reputation of the Family of Booſla is of long ſtanding; it is not poſſible that the Rajah could ſacrifice or riſque it, or violate his Faith for a Conſideration of 12 or 16 Lacks of Rupees.

“ Queſtion. Would you yourſelf take upon you to be anſwerable for the Fidelity of your Maſter in ſuch a Caſe?

“ Anſwer. My Maſter writes, that he is the firm Friend of the Engliſh; to the Truth of which, God is Witneſs on the Faith of this Declaration. I can venture to pledge myſelf for my Maſter's Fidelity.

“ Queſtion. Do you think this Aſſurance a ſufficient Voucher for this Government, acting in Truſt for the Intereſts of the Company, and of the King of England?

“ Anſwer. Yes, I think it is. The Rajah himſelf has written to the Governor General, and pledged his Faith;—I pledge my Faith.

“ Queſtion. Will you be perſonnally anſwerable to this Government, that the Force now at Cuttack will in no caſe enter our Provinces if not provoked by Hoſtilities on our Part?

“ Anſwer. My Maſter's Faith is in my Hands, and pledged to me; on the Strength of that I can venture to be anſwerable, that the Force now at Cuttack will in no caſe enter the Company's Provinces, if not provoked by Hoſtilities on their Part.

“ Queſtion. If that be the Caſe, can your Maſter have any Objection to the Removal of the Force from Cuttack if this Government ſhould think it neceſſary? The Poſition of it at Cuttack gives alarm to the People of theſe Provinces.

“ Anſwer. He will have no Objection if this Government deſire they ſhould be removed.

“ Queſtion. Will you be anſwerable, that if we deſire to ſend a Reinforcement to our Settlements on the Coaſt, their Paſſage ſhall not be oppoſed or interrupted by the Army now at Cuttack, or otherwiſe, by the Rajah?

“ Anſwer. I will be anſwerable that they ſhall not be oppoſed or interrupted by the Army now at Cuttack, or otherwiſe, by the Rajah.

“ Queſtion. Is the Rajah at this Time ſtronger in Forces, or richer in Revenue, than he was a Year and a Half ago, when General Goddard was at Hoſhunagabad?

“ Anſwer. He is not richer in Revenue, but has more Troops.

“ Queſtion. What Force had the Rajah on actual Eſtabliſhment at the Time when General Goddard was at Hoſhunabad? * * Sic in Orig.

“ Anſwer. He had 5,000 Horſe belonging to his own Houſe, and 10,000 the Property of the Riders, and 7,000 Patun Jagheerdars.

" Queſtion. What is his preſent Strength?
" Anſwer. I do not know my Maſter's preſent Force at Naighpore, but I know that 30,000 Horſe are at preſent at Cuttack.

" Queſtion. Are the whole of the 30,000 Horſe at Cuttack paid by your Maſter, or is any Number of them paid by the Miniſters at Poonah?
" Anſwer. They are entirely under my Maſter's Orders, and have no Connection with the Miniſters at Poonah.

" Queſtion. Are there not 5 or 6,000 Horſe in the Army at Cuttack, called Poonah Wallahs, or denominated from Poonah?
" Anſwer. There are Men who have come from Poonah, who may be called Poonah Wallahs, but they are all the Rajah's Servants.

" Queſtion. If Hyder Ally Cawn ſhould have entered into an Alliance with the French King, and have received from him ſuch an Aſſiſtance of Ships of War and Soldiers as would give him a Superiority in the War in which he is engaged with the Engliſh in the Carnatic, how do you underſtand that ſuch an Event would intereſt the Paiſhwa, and the other Rulers of the Maratta State?
" Anſwer. The Paiſhwa, and the other Rulers of the Maratta State, could not be pleaſed with ſuch an Event, as they would have every bad Conſequence to expect from ſuch an Acquiſition of Power and Strength to Hyder Ally, who is their natural Enemy, and has already conquered their Country as far as the Kiſtna, and with ſuch an Acceſſion of Strength would not ſtop there.

" Queſtion. In the Third of the Requiſitions ſtated by Dewagur Pundit on the Behalf of the Paiſhwa, it is expreſſed, that no Demand for the Reimburſement of Expences ſhall be made on either Side; Pundit Purdhan and the Engliſh Gentlemen, ſhall recover their heavy Expences by uniting themſelves and jointly attacking their Enemies; who do you underſtand to be meant by the Term Enemies?
" Anſwer. Hyder Naig; there is no other Enemy.

" The Board proceed to conſider the Governor General's Propoſitions delivered in his Minute recorded Yeſterday.
" Firſt, ' That the Sum of Fifteen Lacks of Rupees be immediately ſent to Fort St. George in ' Specie, and laden for that Purpoſe in the Honble. Company's Ship the Duke of Kingſton, and ' the other Veſſels which are now on the Point of ſailing for Madras.'

" Sir Eyre Coote.—I agree to the Propoſition.
" Mr. Wheler.—I am of Opinion that we cannot furniſh from our preſent Funds ſo large a Supply as Fifteen Lacks of Rupees; neither am I fully convinced that the Preſidency of Madras is in immediate Want of it; I am therefore for dividing the Sum propoſed to be ſent into equal Shares, remitting the Half of it by the Ships now deſtined to carry the Company's Troops, and the Remainder after the Change of the Monſoon.
" Mr. Francis.—My Opinion on the Governor General's ſeveral Propoſitions is contained in my Minute which I have already recorded.
" The Governor General.—I agree to the Queſtion. I ſhould be glad to join with the other Members of the Board in forming any Means for reſtricting the Preſidency of Fort St. George to the Application of this Money ſolely to their Military Charges.

" Reſolved, That the Sum of Fifteen Lacks of Rupees in Gold be immediately ſent to Fort St. George in Specie, and laden for that Purpoſe on the Honble. Company's Ship the Duke of Kingſton, and the other Veſſels which are now on the Point of ſailing for Madras.

" Read, the Governor General's Second Propoſition; viz.
" Second, ' That the Treaſure depoſited in the new Fort, including the Moiety lately taken ' from it, be all replaced in the general Treaſury to be applied to the preceding Purpoſe, and other ' Exigencies of this Government.'

" Sir Eyre Coote.—I agree to the Propoſition.
" Mr. Wheler.—I conſider the Depoſit of Treaſure now in the New Fort to have been made for the Purpoſe of defraying ſuch extraordinary Demands as this Government, from Time to Time, might become ſubjected to, either from the Effects of War, or other public Calamities. I underſtand that a Moiety of the original Depoſit hath already been replaced in the general Treaſury, with a View of applying the ſame to our preſent Exigencies; and I do not believe we ſhall be enabled to defray the preſent unſatisfied and growing Demands upon our Treaſury without the Application of the Remainder, or without every other poſſible Means of Exertion. I am therefore for applying it agreeable to the Terms of the Queſtion.

" Reſoved, That the Treaſure depoſited in the New Fort, including the Moiety lately taken from it, be all replaced in the General Treaſury, to be applied to the Purpoſe mentioned in the foregoing Reſolution, and to the other Exigencies of this Government.

“ Read, the Governor General’s Third Propoſition, viz.

‘ That a large Detachment of European Infantry and Artillery be immediately ſent to Fort ‘ St. George by the Duke of Kingſton, and the other Veſſels which are now on the Point of ſailing ‘ for Madras; and that the Commander in Chief be requeſted to proceed himſelf immediately to the ‘ Coaſt, and take the Command of the Army on that Eſtabliſhment.’

“ The Commander in Chief delivers in the following Minute.

“ Sir Eyre Coote.—I cannot help feeling, in the higheſt Senſe, the diſtinguiſhed Terms in which the Governor General has ſolicited me to undertake the immediate Command of the Forces on the Coaſt of Coromandel; nor am I leſs ſenſible of the Honour done me by the other Members of this Board, by their having joined in a Requiſition ſo much to my Credit.

“ I ſhould do Injuſtice to thoſe Motives which actuated my Return to India, and to the Expectations which both my King and my Country formed from it, did I not on this Occaſion expreſs my Readineſs with which I now conſent to undertake a Service, on the Succeſs of which the Honour and Intereſts of the Britiſh Nation are ſo materially concerned; and I flatter myſelf I enter upon the arduous Taſk with a Degree of Zeal and Fortitude equal to what I did many Years ago in a ſimilar Conjuncture of the Affairs of both the Company and Nation in that Part of India, and that my Efforts will be crowned with Succeſs. At the ſame Time I ſcruple not to confeſs that I feel myſelf embracing the Road to Honour and Glory under a Diſadvantage which I did not then experience, a Diminution of perſonal Activity which the Addition of Years has involuntarily entailed upon me.

“ The other Difficulties which I have to encounter, in taking upon the Command of an Army diſheartened and diſpirited by the late unfortunate Defeat by Hyder Ally Cawn, the Governor General has ſufficiently elucidated; it only therefore is left for me to add the further Conſideration of my having to overcome an Enemy, who can bring Treble the Number of our Forces into the Field, and who from their late Conduct appear to be in higher Diſcipline than any we have yet encountered among the native Powers of Hindoſtan.

“ Whilſt the Steps which are neceſſary to be taken for the Security of our Poſſeſſions here, and for the Relief of our Diſtreſſes at Madras, from their Nature oblige us to relinquiſh the Proſecution of the offenſive War, which we had commenced againſt the Marattas, from this Side of India; I agree intirely in Opinion with the Governor General, that Orders ſhould be ſent in the Manner and on the Principle he has pointed out for a Ceſſation of Hoſtilities in the reſpective Quarters on the other Side of India; and that Propoſals for Peace and an offenſive and defenſive Alliance, on the Terms he has ſtated, ſhould be immediately offered to them. I cannot help looking upon the preſent Seaſon as one favourable for that Purpoſe, as I conceive the late Victory Hyder Ally has obtained over us, added to his Conduct in latter Years, whereby he has evinced a Diſpoſition to encroach upon the Maratta Dominions, will render them extremely jealous of his Power, and induce them rather to wiſh for a Connection with us, than to act in Concert with him againſt us.

“ The very accurate and juſt Deſcription which the Governor General has given of the Danger that at preſent impends the Intereſts of the Britiſh Nation in India, I am perſuaded will have the ſame Influence upon the Mind of every other Member of this Board, as it has had upon mine, and tend to produce that Freedom of Deliberation, Concord and Unanimity in our Councils, ſo neceſſary for the public Good. In full Confidence that no other View can exiſt amongſt us, I with the greater Chearfulneſs undertake that Part of the Service which falls to the Lot of the Station I fill; and, relying on the Support of this Board therein, moſt readily repoſe my military Character and Credit in their Hands.

“ In Conformity to the Requeſt made at the Cloſe of the Governor General’s Minute, I now deliver in a State of our Force on this Eſtabliſhment, and of the Diſpoſition propoſed to be made of it, for the Protection of theſe Provinces, and for the Relief of Madras.

“ Commander in Chief.

“ The preſent Strength in Troops at the upper Stations at and above Chunarghur is as follows;

2 Regiments of Cavalry.
3 Companies of Artillery.
Capt. Mayaſſers Det^{t} of d^{o}.
1 Regiment of Europeans, ½ Batt^{n}.
Company of Rangers.
21 Battallions of Sepoys.

“ Propoſed Diſpoſition of ſaid Corps.

“ Gwolior, to be garriſoned with 3 Batt^{ns} of Sepoys.
Capt^{n} Mayaſſers Detachm^{t} of Artillery, and the Comp^{y} of Rangers.
The Four remaining Battalions at preſent with Major Carnac to return, and the Detachment of Cavalry to join the 2^{d} and 3^{d} Regiments.

“ Daranaghur, One Battallion of Company’s Sepoys.
1000 of the Viziers Infantry, and ſuch a Number of Fyzulah Cawn’s Troops as may be thought neceſſary.

“ An Army to be formed at Allahabad, or in any centrical Poſition thought moſt eligible, of the following Troops:

2 Companies of Artillery.
* 2nd Regiments of Europeans.
10 Battalions of Sepoys.
1000 of the Viziers Candahar or beſt Horſe. If 1000 cannot be obtained, as many as can poſſibly join.

* Sic in Orig.

N. B. From the above Two Companies of Artillery, the ſmall Detachments at Dananjar and Chunar Ghur to be ſupplied.

“ Chunar Ghur, One Battallion of Sepoys as uſual.

“ Bahar Province, The Two Regiments of Cavalry to be ordered down there, to be joined by Four Battalions of Sepoys, the Third Company of Artillery from the Field, and 1000 Horſe, if they can be procured, from the Rajah of Benares; Boggah Battalion to make one of the 4 Battalions for this Service.

“ Thus the Troops at the upper Stations to be diſpoſed of for the preſent, and there will then remain 3 Battalions of Sepoys from the before named Number of 21 Battallions, for other Services; our Force, with ſaid 3 Battalions included, at and below Berrampore, will then be

Artillery, 6 Companies, and the Remainder of Capt. Mayaſſers Company.
Firſt and Third Regiments of Europeans, and 18 Battalions of Sepoys.

“ To be employed as follows:

At Berhampore, covering the City, or ready for any other Service that might occur.	One Company of Artillery. One Battalion of Europeans. And Four Battalions of Sepoys.

“ Madras Detachment, the Proceeding of the Troops by Land or Sea for this Service ought to be determined by the Part the Maratta Force at Cuttac mean to take. If they are Friends, our Armament for the Coaſt might proceed by Land; but if they are hoſtile to our Cauſe, as one of the firſt Objects is to aſſiſt the Preſidency of Madras as ſoon as poſſible, the Detachment for that Service ſhould proceed by Sea: But whether the Sepoys can be brought voluntarily to embark, is by no Means a certain Point. If the Embarkation could be adopted, the Detachment ſhould conſiſt of

2 Companies of Artillery,
1 Battalion of 3d Regiment, completed to 300 Rank and File, and
4 Battals of Sepoys.

“ This is on a Suppoſition, that the Cattack Forces are in Oppoſition to us, in which Caſe 4 Battalions at leaſt will be wanted on the Midnapore Side, with the preſent Detachment of Artillery there, and the Chain of Troops as above ſtationed, will be able to oppoſe the Enemy whenever they attempt entering the Provinces. There will alſo then remain for the immediate Protection of Fort William, and this Quarter,

3 Companies of Artillery,
1 Regiment of Europeans,
6 Battals of Sepoys.

“ But if it can be proved that we have no Oppoſition to apprehend from the Force at Cuttac, I then recommend, that the Army for the Aſſiſtance of Madras ſhould proceed by Land;

viz. Two Companies of Artillery.
4 Battalions of Europeans, 300 Rank and File.
8 Battalions of Sepoys, with a light Field Train.

“ They would arrive by Land in the Carnatic at this Seaſon of the Year as ſoon as by Embarkation, even if the Sepoys would without Heſitation embark, for ſuch a Force as mentioned could not with Safety proceed by Sea from hence till late in November or December, when the Height of the N. E. Monſoon will be abated on the Coaſt. From the Movement by Land, the different Country Powers will alſo be awed, the Nizam particularly kept in check, and Hyder's Troops oppoſed, if they ſhould again make the Circars their Objects. If this Mode is adopted, as it is on the Suppoſition * as it is on the Suppoſition that the Marrattas at Cuttac are not inimical, the upper Stations will not then want ſuch a powerful Chain of Troops for their Defence; and from the connected Poſition of the different Bodies of Troops, ſtationed as before mentioned, any Part of them, when wanted on Exigency, can be drawn down for the Protection of Bengal in general, or of the Preſidency in particular. If the 8 Battalions were to proceed to Madras by Land, there would be no Occaſion for Four Battalions at Midnapore—Two would be ſufficient for the Service required there, and theſe might be drawn from Berrampore, that the Force at the Preſidency might not be weakened.

* Sic in Orig.

“ The indepedendant Corps at Chittagong, and Ramgur Light Infantry, are not included in the above Diſpoſition of the Troops; they are ſuppoſed occupying their preſent Poſts, as well as the Corps of Militia at their different Stations.

“ Calcutta, September 27th, 1780.

" The Governor General.—The Seaſon of the Year, and the marſhy State of the Roads through which an Army muſt paſs from hence to the Carnatic, eſpecially through the Diſtricts of Midnapore, Jellaſore, and the whole Province of Oriſſa, will render it impoſſible to march an Army by Land until late in the Month of November. We have not Shipping to tranſport the requiſite Number of Sepoys by Sea; neither if we had, would it avail us. The Remembrance and Tradition of the paſt Sufferings of thoſe who have been tranſported by that Mode of Conveyance, would be an inſuperable Objection on the Part of the Sepoys themſelves, eſpecially at this Seaſon; I muſt beg Leave therefore to change the Terms of the Queſtion, and ſubſtitute for what we could wiſh to do, what we can do. I ſhould agree with the General, and do agree with him in the Propoſition of ſending a conſiderable Reinforcement of Sepoys, as well as Europeans to Madraſs. But this muſt reſt for a future Reſolution. And I mean to add on another Day a freſh Motion to that Effect. For the preſent Queſtion, I propoſe from the Terms of the General's Minute, that Two Companies of Artillery, with their Complement of Laſcars, and One Battalion of One of the Regiments of Infantry, completed to 300 Rank and File, be immediately embarked, as many as can be on Board the Duke of Kingſton, the Reſt on any of the Ships offered for that Service by Mr. Ferguſſon.

" Agreed, That the Commander in Chief be requeſted to proceed himſelf immediately to the Coaſt, and to take the Command of the Army upon that Eſtabliſhment.

" Reſolved, That Two Companies of Artillery, with their Complement of Laſcars, and One Battalion of One of the Regiments of Infantry, completed to 300 Rank and File, be immediately embarked for the Preſidency of Fort St. George; as many as can be on board the Duke of Kingſton, and the Reſt on any of the Ships offered for that Service by Mr. Ferguſſon.

" Ordered, The Returns be made to the Commander in Chief of the Number of Ships offered by Mr. Ferguſon, and of the Number of Men that each Ship can carry.

" Agreed, to the Diſpoſition of the Troops propoſed by the Commander in Chief; and ordered, That a Copy of it be ſent to Brigadier General Stibbert, after the Departure of Sir Eyre Coote, that he may iſſue the neceſſary Orders for carrying the ſame into Execution, when the Seaſon will permit."

" Adjourned till To-morrow Morning at Ten o'Clock.

(No Signature at the End of the Conſultation.)

The Counſel for the Defendant ſtated, they would next read a Propoſition of the Commander in Chief for a Detachment to be ſent by Land to Madras, when the Seaſon would permit.

Read, the following Extract of a Conſultation of the 3d October 1780, beginning at Page 464 of the ſame Book:

" Fort William, the 3d October, 1780.

" At a Council; Preſent,

Secret Dept. Tueſday.

The Honble. Warren Haſtings, Governor General, Preſident;
Philip Francis, } Eſquires;
Edward Wheler, }
and
Lieutenant General Sir Eyre Coote K. B.

" The Commander in Chief delivers in the following Minute:

Minute from Sir Eyre Coote.

" Sir Eyre Coote.—The great Loſs of Troops upon the Coaſt, of which we have daily Confirmation, and the diſpirited Situation to which thoſe remaining are reduced, will render the ſmall Number now going by Sea very inadequate to the Service expected, unleſs ſupported by a Detachment of Sepoys to march by Land into the Circars, the Defence of which muſt now be extremely weakened by the Neceſſity there muſt have been of drawing the Troops ſtationed for their Defence towards the Preſidency; I therefore propoſe, that Six or Eight Battalions of Sepoys, with their Guns, and One Company of Artillery, be ordered to be in Readineſs to march through the Cuttack Road towards Madras, and the Order for their March to depend upon the Hopes we have given us, that the Maratta Army, now lying there, will either join us or return; as without this, or a Peace concluded with the Marattas, I never can adviſe any Detachment of Troops marching from hence to the Coaſt.

(Signed) " Eyre Coote."

" Agreed to the Propoſition made by the Commander in Chief.

(Signed at the End of the Conſultation)
" Warren Haſtings,
P. Francis,
Edward Wheler."

The Counſel for the Defendant ſtated, That in Conſequence of the Reſolution of the Board, juſt read, the Defendant on the 26th of the ſame Month brought forward the Propoſition of the Commander in Chief for immediate Execution, and they ſhould proceed to read his Minute upon that Occaſion, and the Reſolution in conſequence.

Read, the following Extract of a Conſultation of the 26th October 1780, beginning at Page 627 of the ſame Book.

" Fort William, the 26th October 1780.

Secret Dept. Thurſday.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Philip Francis, } Eſquires.
Edward Wheler, }
Lieutenant Sir Eyre Coote abſent on Service.

" The Governor General.—In Conſultation the 3d October laſt, it was recommended by the Commander in Chief, and reſolved, That Six or Eight Battalions of Sepoys, with their Guns and One Company of Artillery, be ordered to be in Readineſs to march through the Cuttack Road towards Madras, the Order for their March being to depend on the Hopes given us, that the Maratta Army, now lying there, will either join us or return. To form a Detachment of this Strength, will require many preparatory Arrangements, which can hardly be compleated in leſs Time than a Month, or perhaps Six Weeks from its firſt Formation. The fair Seaſon is now begun, and the Anſwers from the Government of Berar to our late Diſpatches muſt be expected much within the Courſe of the enſuing Month; if theſe are favourable, the Detachment ought not to loſe an Inſtant, after their Arrival, in commencing its March: I myſelf have every Reaſon to believe, that their Anſwer will be as favourable as we can wiſh. Theſe Reaſons I ſhall now communicate to the Board; in the mean Time, I move, That Orders be immediately iſſued for forming the Detachment, and that it do conſiſt of One Company of Artillery and Six Battalions of Sepoys, with their Guns. I take the Liberty to recommend, that Lieut. Colonel Pearſe be appointed to the Command of this Detachment, and Major Edmonſton * to be the Second in Command. The Firſt of theſe Recommendations, I can venture to aſſure the Board, will be agreeable to the Commander in Chief, and that it was his Intention to have offered it himſelf. The Second proceeds ſolely from my Opinion of the Qualifications of Major Edmonſtone, whom I know only as an Officer, neither is he acquainted with my preſent Wiſhes upon this Subject.

* Sic in Orig.

" If the Board ſhall approve of thoſe Propoſitions, I further beg Leave to ſuggeſt the Expediency of replacing the Number which will be thus taken from our native Infantry, by ſuch Means as ſhall be adjudged the moſt effectual, and leaſt burthenſome in their Expence; that which has occurred to me, and which I ſubmit to the Conſiderations * of the Board, is to augment all the Battalions which remain, by an equal Number of Rank and File diſtributed amongſt them, to be hereafter drafted and formed into regular Battalions of the eſtabliſhed Strength, when they ſhall be required for actual Service. This Expedient, if the Board approves it, may be referred to the Provincial Commander in Chief, and his Opinion upon it deſired, or, in place of it, any other which he may judge more ſuitable to the End propoſed. (*a*)

* Sic in Orig.

(Signed at the End of the Conſultation)
" P. Francis."

Read, a further Extract from the ſame Conſultation, beginning at Page 631 of the ſame Book.

" Agreed, That Orders be immediately iſſued for forming a Detachment to proceed over Land towards Madras; that the ſame do conſiſt of One Company of Artillery and Six Battalions of Sepoys, with their Guns; and that Brigadier General Stibbert be directed to carry this Reſolution into Execution. (*b.*)

The Counſel for the Defendant ſtated, That the Board having come to this Reſolution, of referring it to General Stibbert in the Abſence of Sir Eyre Coote, who was gone to the Coaſt, they ſhould read certain Letters from General Stibbert to the Board, which immediately preceded the Meaſure in Queſtion.

(*a*) Vide Appendix, N° CCXXXII.

(*b*) Vide Appendix, ibid.

Read, the following Extract of a Conſultation of the 30th October 1780, beginning at Page 634 of the ſame Book.

"Fort William, the 30th October 1780.

"At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Philip Francis, } Eſquires.
Edward Wheler, }
Lieutenant General Sir Eyre Coote abſent on Service.

Secret Dep. Monday.

"The Proceedings of the 26th Inſtant read and approved.

"Read, the following Letter from Brigadier General Stibbert, encloſing an Addreſs to Lieutenant General Sir Eyre Coote, from Major Briſco.

"Gentlemen,

"The encloſed Letter from Major Briſco, who commands the Detachment poſted at Daranagur, being addreſſed officially to Lieutenant General Sir Eyre Coote, I opened it Yeſterday on its being preſented to me. As it contains ſome Information by no Means unintereſting at this Juncture, I have judged it proper to lay it before you.

"The Seaſon approaching, when the Upper Rohilcund will be conſiderably expoſed to the Inroads of the Seicks or other Adventurers from the Weſtern Side of the Ganges, owing to the great Number of Fords which lead acroſs that River in the dry Months, I purpoſe reinforcing Major Briſco by a Battalion from Futty Ghurr (Three Battalions having till lately been always ſtationed there), unleſs the Board ſhould offer any Objection to the Meaſure; however, when the Extent of Country, and numerous Gauts to be defended by the Daranagur Detachment is conſidered, I flatter myſelf, Gentlemen, that you will agree to this Expediency: I preſume, that, on a Peruſal of the Major's Letter, the Neceſſity of preſſing both the Vizier and Fyzoolah Khan to contribute effectually to the Protection of the Rohilcund, will not fail to appear to the Board.

"Fort William,
28th October 1780.

"I have the Honour, &c.
(Signed) G. Stibbert."

Encloſure in General Stibbert's Letter. From Major Briſco to Lieut. Gen. Sir E. Coote.

"Sir,

"I had the Honour of addreſſing you twice on your Way down to the Preſidency, reſpecting this Station; and I now beg Leave to give you every Intelligence of my Tranſactions in the Protection of Rohilcund.

"The River Ganges is already fallen ſo very low I am under the Neceſſity of ſending large Detachments to guard the Gauts and Paſſes on the River, as the Seicks and Goodreis (Enemies of this Country, the Nabob Vizier's Dominions) are beginning to croſs the Ganges, and committing Depredations in Rohilcund; the Troops I have detached in conſequence, will prevent them.

"The Goodries are an Enemy in Poſſeſſion of the Country on the oppoſite Side the Ganges to Rohilcund, and are conſtantly very troubleſome. The Seeicks are a People who inhabit a Country a great Way to the Northward of this, bordering on Timur Shaw's Territories; and, as they are a Set of Free Booters, they are generally at War with ſome of the neighbouring Powers, and frequently make Viſits, and want to invade Rohilcund; and if it were not for the Detachment at Daranagur, they would, in a very ſhort Time, lay waſte the whole Country, and only wait an Opportunity.

"The Seicks and Goodrries * are moſtly Horſemen, and are a good deal like the Marrattas in that, as they commence Hoſtilities wherever they go, and have made ſeveral Attempts on Rohilcund at different Times Three or Four Years back; however, at preſent there are no very large Body of them aſſembled on theſe Frontiers, they are only Parties of them ſcattered about; but the Seicks at Times can collect a very large Army together, Thirty or Forty thouſand Men.

"I have Information, that Neizop Cawn is tampering with the Seicks, uſing Endeavours to form a Treaty with them. I do not know what Deſigns Neizop Cawn may have, but he is making great Preparations for War, &c.

"On my being appointed, and taking the Command at Daranagur, I was not honoured with any Inſtructions from you regarding the Nabob at Rampore, Fyzoola Cawn's, Troops. I have only Five hundred of his Horſe, and the Nabob in his Agreement with Government is obliged to keep up Five thouſand Troops, for aſſiſting in the Defence of Rohilcund. A few Months ago, Three Battalions were ſtationed here with Colonel Muir, beſides a Body of the Nabob Fyzoola Cawn's Cavalry, and they were well employed, and had enough to do in protecting the Country from Invaſion. The Command is greatly reduced; One Battalion taken away, and Fyzoola Cawn has not afforded more than Five hundred Men ſince I have been here, which is a great deal too ſmall a Force from him: As I acquainted you in my former Letters, too † Battalions were too ſmall to command Rohilcund from Invaſion; I want a larger Detachment from the Nabob.

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* Sic in Orig.

† Sic in Orig.

" I underſtood you intended ordering the Nabob to furniſh Fifteen hundred Men, when you recalled the Battalion; and it is abſolutely neceſſary that he ſhould, as they are very much wanted on the Frontier Station, where I have my Detachment.

" I hope to be honoured with your Directions relative to Fyzoola Cawn's Troops as ſoon as convenient. I wait the Honour of your Inſtructions.

I have the Honour to be, &c.
(Signed) H. Briſco."

" Ordered, That the above Letters lie for Conſideration until our next Meeting.

" P. Francis,
Edwd Wheler."

Read, the following Extract of a Conſultation of the 2d November 1780, beginning at Page 645 of the ſame Book.

" Fort William, 2d November 1780.

Secret Dep. Thurſday.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Philip Francis, } Eſquires.
Edward Wheler, }
Lieutenant General Sir Eyre Coote abſent on Service.

" Read, the following Letters from Brigadier General Stibbert.

" Gentlemen,

* Sic in Orig.

" I was Yeſterday honoured with your Letter of the * 6th Inſtant, informing me of your Reſolution to detach, towards Madras, One Company of European Artillery, and Six Battalions of Sepoys, with their Guns, and deſiring me to iſſue immediately the neceſſary Orders for carrying this Meaſure into Effect.

" Your Inſtructions I beg you will be aſſured ſhall be obeyed with all poſſible Diſpatch; but as you have omitted acquainting me where you would chuſe to have the Detachment aſſembled, I find myſelf neceſſitated to retard my Proceedings till you ſhall be pleaſed to ſatisfy me on this Head.

" In the mean Time, I hold it my Duty to ſtate to you the Strength of the Forces at preſent ſtationed at Fort William, and the other Parts of Bengal, from which the Detachment ordered muſt neceſſarily be formed.

	European Artillery, Non-commiſſioned, and Private.	European Infantry, Non-commiſſioned, and Private.	Battalions of Sepoys.
Fort William, Barrackpore, and Chandernagore	232	341	6
Berhampore — — — —	99	688	4
Midnapore and Talajore — — —	49	—	4
Total, including the Sick — —	380	1029	14

" After deducting this Force One Company of Artillery and Six Battalions of Sepoys, there will only remain for the immediate Protection of Fort William and the reſt of Bengal (excluſive of Invalids and the Militia),

Artillery Europeans — — —	280
Infantry ditto — — —	1029
Battalions of Sepoys — — —	8

which, conſidering that there is juſt now a large Maratta Army aſſembled at Cuttack, and that we are at the Height of War with two formidable European Powers, I conceive to be very inadequate to this Purpoſe.

" Should it be urged, that the Recruits ordered to be levied will ſupply the Place of the Troops deſigned to be detached, I muſt obſerve, that it will be impoſſible, let the Care and Attention of the Officers be ever ſo unremitted, to diſcipline and train theſe Recruits ſo as to render them fit for actual Service, in leſs (to ſpeak within Bounds) than Six or Eight Months. Reſpecting the Mode eligible to be purſued in raiſing and forming theſe Levies, I ſhall do myſelf the Honour of addreſſing the Board in a ſeparate Letter.

" On the other hand, there appears to me no leſs Difficulty in the Meaſure of ſtrengthening the Force below, by the Recal of ſo conſiderable a Part of the Troops ſtationed in the Vizier's Porvinces beyond the Jumma, as one Company of European Artillery, the Two Regiments of Cavalry, and Six Battalions of Sepoys, which I find to have been the Propoſition of Sir Eyre Coote; for I ſubmit to the Board, whether it would be expedient or proper to reduce the Army in that Quarter ſo materially, at a Time when all Accounts agree in repreſenting that Nujjif Cawn is making great Preparations for taking the Field, when the Sieks are in Motion, and when it is confidently ſaid, that Madhajie Scindia is ſetting on foot an Expedition towards Gualiar and the adjacent Country. Such being the apparent Situation of Affairs, I muſt offer it as my Opinion, that, having a Regard to the Security of the Upper Provinces, and to the Maintenance of our Conſequence in that Part of the Country, we cannot withdraw from thence, at this critical Period, a greater Body of Troops than will be ſufficient to aſſiſt in the Defence of Patna and the Bahar Province. (*a*)

(Signed at the End of the Letter)

" Fort William, 29 October, 1780. " G. Stibbert."

(No Signature at the End of the Conſultation.)

The Counſel for the Defendant informed the Houſe, That the Board, on the 2d November 1780, after taking all theſe Letters into Conſideration, formed the Reſolution in queſtion, of demanding from the Rajah Cheit Sing ſuch Part of his Cavalry as he could ſpare for the Aſſiſtance of the Company; which Reſolution had already been given in Evidence by the Managers for the Commons, and which they deſired might be again read.

Read, the Same, from the printed Minutes, beginning at Page 97 of the ſame.

" Fort William, the 2d November 1780.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Philip Francis, } Eſquires.
Edward Wheler, }
Lieutenant General Sir Eyre Coote abſent on Service.

" The Proceedings of the 30th ultimo read and approved.

" Read again the Letter from Brigadier General Stibbert, dated 28th October, and recorded on the laſt Day's Proceedings.

Rajah of Benares to ſupply a Part of his Cavalry for the Service of the Company.

" Agreed alſo, that the Governor General be requeſted to write to the Rajah of Benares, requiring him to furniſh ſuch Part of his Cavalry, entertained in his Service, as he can ſpare for the Service of this Government, and to inform what Numbers he can ſupply; that a Letter be written to Mr. Francis Fowke, directing him to make the ſame Requiſition of the Raja, and at the ſame Time, to obviate any Jealouſy which the Raja may conceive that this may be converted to a permanent Impoſition upon him, by aſſuring him, that the Board will require the Services of theſe Forces no longer than while the preſent War laſts, after which they will be returned."

To prove the Communication of this Reſolution and Demand to the Rajah, and to ſhew that any Ideas he might entertain of its being intended as a permanent Impoſition were removed by the Reſident at the Time:

Read, from Book 535 already delivered in, the following Letter from the Reſident at Benares to the Governor General, dated the 7th December 1780, beginning at Page 324 of the ſame Book.

" I have received the Honour of your Letter of the 2d ultimo, reſpecting the Demand you had thought proper to make of a Part of the Raja's Cavalry. In explaining to him the Reaſons of the Demand, I have endeavoured to obviate the Apprehenſions he might entertain of its being converted into a permanent Impoſition, and have told him, that the Services of this Force will be required no longer than the Continuance of the preſent War. I have not yet received his Anſwer to the Honourable the Governor General's Perwannah.

" I have likewiſe to acknowledge the Honour of your Letter, dated the 2d ultimo, directing that no Advance of Money be made to Officers on their March, without your expreſs Orders, to which I ſhall pay the ſtricteſt Attention.

" I have the Honour to be,
Honourable Sir and Sirs,
With the greateſt Reſpect,
Your, &c."

(*a*) Vide Appendix, N° CCXXXIII.

To ſhew the Conduct of Cheit Sing with reſpect to this Requiſition:

Read, the following Letter from the Reſident at Benares to the Governor General, dated the 16th December 1780, beginning at Page 326 of the ſame Book.

“ To the Honble. Warren Haſtings, Eſqr. Governor General, &c. &c. &c. &c.

“ Benares, 16th December 1680.

“ Sir,

“ Fourteen Days are now elapſed ſince I delivered to the Rajah your Perwannah, requiring to know the Number of his Horſe which he could detach for the Company's Service. I have frequently preſſed him for an Anſwer, which he continually delays, and it appears to me that theſe Delays are ſtudied. As my own Remonſtrances have been ineffectual, it becomes alſo incumbent upon me to inform you that the Rajah, for ſome Months paſt, has been exceedingly dilatory in the Payment of the Money aſſigned to Saadut Ally's Monthly Allowance. He has not, to this Day, diſcharged the Amount which became due on the 4th of laſt Month. The Bills for the Monthly Kiſt, which uſed to be made out by the 15th of the Month, are now never ready till the End of it. It is true, there is as yet no Difference in the Date of Payment; but theſe Delays have been gradually increaſing, and are the Effect of an Inattention to Buſineſs, which muſt in the End produce a Failure of Payment.

“ I have the Honour to be,
Sir,
Your moſt faithful and moſt obedient Servant,
“ F. F. Reſident.”

Read, the following Letter from the Reſident at Benares to the Governor General, dated 7 January 1781, beginning at Page 330 of the ſame Book.

“ Benares, 7th January 1781.

“ To the Honble. Warren Haſtings Eſqr Governor General, &ca. &ca. &ca.

“ Fort William.

“ Sir,

“ I have this Day received the encloſed Anſwer from the Rajah to your Perwannah, reſpecting a Detachment of his Cavalry for the Service of the Honble. Company. He has informed me, that he ſhall not be able to * detach more than Two hundred and Fifty Horſe, the Remainder being abſolutely neceſſary for the Collection of his Revenues.

* Sic in Orig.

“ I have the Honour to be,
Sir,
“ Yours, &ca. &ca. &ca.”

The Counſel for the Defendant ſtated, That they wiſhed to refer the Houſe to the Letter from the Reſident of Benares to the Governor General, dated the 16th December 1780, above read, (a) for the additional Purpoſe of eſtabliſhing the Defendant's Complaints againſt Cheit Sing, for Unpunctuality in the Payment of his Tribute to the Company; under which Head they ſhould alſo read another Letter, written about this Time to Mr. Middleton, by the Reſident at Benares, and containing ſimilar Complaints.

Read, from Mr. Middleton's Letter Book, marked A, already delivered in, the following Letter from Mr. Fowke to Mr. Middleton, dated January 4th 1781, beginning at Page 31 of the ſame Book.

“ To Nathaniel Middleton Eſqr.

“ Sir,

“ I have the Pleaſure to ſend you Raja Cheit Sing's Anſwer to your Letter, encloſed to me in Mr. Johnſon's Letter of the 8th of laſt Month. I have urged the Payment of the Balance and Arrears of Khyragur in the ſtrongeſt Terms. The Rajah perſiſts in denying any Money whatever to be due from him on that Account: Though convinced of the Falſehood of this, I know not the Documents requiſite to confute him. It may not be improper to inform you, that the Rajah is become exceeding negligent in Buſineſs, and is frequently in Arrears in the Payment of his Tribute to the Honourable Company.

“ Benares, Jan. 4th 1781.

“ I am, Sir, &c.
“ F. Fowke.”

(a) Vide ſupra in this Page.

The Counſel for the Defendant ſtated, That they ſhould next read certain Letters from Mr. Graham and Mr. Fowke to the Board, for Two Purpoſes; Firſt, in further Proof of the Unpunctuality of Cheit Sing in the Diſcharge of his Tribute; and, Secondly, to ſhew that it was not the Cuſtom of that Country to make Payments One Month under the other, as had been alleged by the Managers for the Commons.

Read, the following Extract from the printed Minutes, beginning at Page 89 of the ſame.

" Fort William, 26th Auguſt 1779.

Secret Dep. Thurſday.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Richard Barwell, }
Philip Francis, } Eſquires.
Edward Wheler, }
Lieutenant General Sir Eyre Coote, K. B.

" Read and approved the Proceedings of the 16th Inſtant.

" Read the following Letters from Mr. Thomas Graham.

" Honourable Sir and Sirs,

" Immediately on the Receipt af your Honourable Board's Letter of the 19th ultimo, directing me to demand of Rajah Cheyt Sing Payment of the Sum of Five Lacks of Muchlidar Rupees, as his annual Proportion of the Burthen of the preſent War with France, I waited upon him, and at the ſame that I communicated the Orders of your Honourable Board to myſelf, I delivered to him the Honourable the Governor General's Letter to him in Confirmation thereof. He then gave me for Anſwer, that he had not the Ability to diſcharge the Demand. As this was ſimilar to the Anſwer he gave me when I demanded Payment of his Subſidy for the laſt Year, I did not conſider it as a definitive one, and therefore continued in renewing my Demand every Second Day; finding, however, that he holds to the Terms of his firſt Reply, and ſeeing no Probability of a ſpeedy Change in his Sentiments, I am unavoidably reduced to the Neceſſity of applying for your Honourable Board's further Inſtructions on this Head. Until they arrive, I ſhall follow the Orders already ſent me, by repeating my Requeſt for Payment every Second or Third Day.

" Benares, the 16th Auguſt 1779.
" I have the Honour to be, &c.
(Signed) " Thoˢ Graham, Reſident."

* " Dʳ. Rajah Cheyt Sing in Account of Revenue with the Honourable Company. Cʳ.

1779 August	4th	To Account Revenue due this Day from the Rajah, being the Amount of his 1ſt Kiſt, Calcutta Sicca Rupees. 185,145 6 16 1.	1,98,431	4	12	1779.		By Amount Revenue received from the Rajah, being in full of his 1ſt Kiſt, as follows:			
						Auguſt	5	Received this Day –	40,000		
							8	Dº Dº –	45,000		
							13	Dº Dº –	15,000		
							14	Dº Dº –	21,500		
							15	Dº Dº –	76,931	4	12
		Standard Gourſhay Rupees,	1,98,431	4	12			Standard Gourſhay Rupees,	1,98,431	4	12

* Referred to the Public Department Conſultation of the Day.

" Benares, the 15th Auguſt 1779.
Errors excepted.

" THOMAS GRAHAM, Reſident."

Read, a further Extract from the printed Minutes, beginning at Page 93, of the ſame.

" Fort William the 7th September 1780.

Secret Conſ.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident,
Edward Wheler Eſquire,
and
Lieutenant General Sir Eyre Coote, K. B.
Mr. Francis indiſpoſed.

" Read the following Letter from the Reſident at Benares.

“ Honourable Sir and Sirs,

“ In Obedience to your Orders of the 22d ultimo, I have demanded of Rajah Cheyt Sing the Sum of Five Lacks of Muchlidar Rupees, as his Proportion of the Burden of the preſent War with France. The Rajah has deſired me to inform you of his intire Submiſſion to Commands. He has promiſed to pay One Lack of this Amount within a few Days. I ſhall immediately adviſe your Honourable Board of the Receipt of it; and ſhall remit it upon the moſt advantageous Terms I can obtain. I ſhall likewiſe urge the Rajah, in the ſtrongeſt Manner poſſible, to uſe the utmoſt Expedition in the Diſcharge of the remaining Part.

“ I have herewith the Honour to incloſe you 14 Bills of Exchange, for the Sum of Calcutta Sicca Rupees, 1,61,819 : 4 : 13 : 1, drawn in Favour of the Honourable Company, as per accompanying Invoice, being the Balance on Account of Rajah Cheite Sing's Kiſt, due the 4th Inſtant, after Deduction of the Nabob Saadut Ally Cawn's Monthly Allowance of Standard Gourſhay Rupees 25,000.

“ I have the Honour to be, with the greateſt Reſpect, &c.

“ Benares, (Signed) F. Fowke,
“ 21ſt July 1780. Reſident at Benares.”

Read, from Book 100, already delivered in, the following Etract of a Conſultation of the 3d of April 1776, beginning at Page 142 of the ſame Book.

“ Fort William, the 3d April 1776.

Secret Dept. Wedneſday.

“ At a Council; Preſent,
The Honourable Warren Haſtings, Governor General,
Lieutenant General John Clavering,
The Honourable George Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

“ Honourable Sir and Sirs,

Mr. Fowke.

“ I have received the Honour of your Letter of the 26th February. I have communicated to the Rajah the Orders which it contains. The Rajah has aſſured me that he will remit the Balance this Day due, within the Space of Eleven Days from the Date hereof, and on the 12th of April, will remit the Kiſt which is due on the 5th of that Month: He has faithfully promiſed to adhere to theſe Terms; and I believe I may venture to aſſure your Honourable Board that he will not fail in them. I have thought myſelf authoriſed in giving him reaſon to hope, that ſhould he perform this Promiſe, no Fine will be impoſed upon him for the long Delays he has made.

“ I remain, &c.

“ Benares, (Signed) Francis Fowke.”
“ 19th March 1776.

(Signed at the End of the Conſultation.)

“ Warren Haſtings,
J. Clavering,
Rd Barwell,
P. Francis.”

The Counſel for the Defendant informed the Houſe they would now proceed to the next Subject in Charge; namely, The ſuppoſed illegal Delegation of the Powers of the Council to the Defendant; and the Firſt Evidence they would adduce on this Head, ſhould be certain Precedents to ſhew the eſtabliſhed Uſage in that Reſpect, with the Knowledge and Approbation of it by the Court of Directors.

Read, from Book 515, already delivered in, the following Extract of a Conſultation of a Select Committee of the 24th September 1760.

“ Fort William, the 24th September 1760.

“ At a Select Committee; Preſent,
“ The Honble. Vanſittart Eſquire, Preſident;
Colonel Gaillaud,
Wm Brightwell Sumner, }
John Zephaniah Holwell, } Eſquires.
William Mc Guire, }

“ It appearing to the Committee highly proper, that a Member of this Board ſhould proceed to Moorſhedabad, to keep Coſſim Ally Cawn firm to the Agreements he has made, and to ſupport him ſo ſtrongly as to enable him to over-rule the Nabob and his preſent Adviſers; and the Preſident offering to undertake the Taſk,

“ Agreed, He do ſet out as ſoon as poſſible, and that he be attended by Major Yorke, with Two Companies of Military, a Detachment of Artillery, with Four Pieces of Cannon, and Captain Tabbay's Battalions of Seapoys.

“ Henry Van*Sittart. * Sic in Orig.
John Cailland,
Wm B. Sumner,
J. Z. Holwell,”

Read, from the ſame Book, the following Extract of a Conſultation of a Select Committee, of the 27th September 1760.

“ Fort William, the 27th September 1760.

“ At a Select Committee; Preſent,
The Honble. Henry Vanſittart Eſquire, Preſident;
Colonel John Caillaud.
Wm Brightwell Sumner,
John Zephaniah Holwell, } Eſquires.
William Mc Guire,

“ Reſolved, We give the following Inſtructions to the Preſident and Colonel Caillaud.

‘ Honble. Sir and Sirs,

Inſtructions to the Preſident and Colonel.

‘ As ſome Days have already elapſed ſince the Preſident, at the Deſire of Committee, wrote ‘ to Mr. Amyatt, of the intended Negotiation with the Shahzada; and as one of Roydulub's ‘ Letters to the Prince has been forwarded by his own People, we may expect that within Fifteen ‘ or Twenty Days from this Time, ſomething of it will tranſpire, and the Report ſpread to ‘ Moorſhedabad; it is not to be doubted, but that the Nabob will be extremely alarmed at the ‘ firſt News of it, and that thoſe who now rule him will uſe their Influence to encreaſe his Fears ‘ and Suſpicions, and to make him as averſe as poſſible to acquieſcing in the Meaſures we propoſe to adopt, and to which Coſſim Ally Cawn has acceded; it will be neceſſary therefore to have ‘ Perſons commiſſioned with full Powers from hence, and that they be ſuch as will have Weight ‘ enough, on the one Part, to keep Coſſim Ally Cawn firm to the Agreements he has made, and on ‘ the other, to ſupport him ſo ſtrongly as to enable him to over-rule the Nabob and all his preſent ‘ Adviſers.

‘ This entire Confidence we place in you, empowering you to act according to your own ‘ Diſcretion in all Circumſtances that may occur, and the better to enable you to accompliſh our ‘ Intentions, and to prevent any Diſturbance, we have thought proper to make a Detachment of ‘ Artillery, with Four Pieces of Cannon, and Captain Tabby's Battalion of Sepoys, who are to ‘ act under your Orders. This Detachment is repreſented to the Nabob as deſigned to reinforce ‘ the Army at Patna; but it is not our Intentions that they ſhall proceed further than Coſſimbuzar, unleſs the Approach of the Beerboun, or other diſaffected Rajahs or Zemindars, ſhall ‘ make it neceſſary to ſend them out to oppoſe them.

‘ If the Affairs of Patna ſhould not abſolutely require the Colonel's immediately proceeding ‘ there, we would have him remain at Moorſhedabad till this Affair ſhall be ſettled there, and the ‘ Government put under the Regulation propoſed; in which Caſe you will pleaſe to forward to ‘ Mr. Amyatt the general Inſtructions of the 24th and 25th, directed to him and the Colonel, ‘ with Orders to Captain Knox, to co-operate with the Chief of Patna, in the Execution of the ‘ ſaid Inſtructions. When the Colonel proceeds to Patna, Major Yorke will remain with the ‘ Command of the Detachment, and will follow the Orders of the Governor for his further Proceedings.

‘ You will continually be adviſed of the News we may receive, and of any Alteration that may ‘ happen here, in order that you may take the neceſſary Meaſures for ſending back the Detachment, in caſe any Danger from abroad ſhould threaten the Settlement.

‘ We have the Honour to be,
With great Eſteem,
Honble. Sir and Sirs,
Your moſt obedient humble Servants,

Signed at the End
‘ Henry Vanſittart,
John Caillaud,
Wm B. Sumner.”

Read, from Book 505, the following Extract of a Conſultation of the 21ſt June 1765:

"Fort William, the 21ſt June 1765.

"At a Select Committee; Preſent,
The Right Honble. Lord Clive, Preſident;
William B. Sumner,
Harry Verelſt,
Francis Sykes, } Eſquires.

The Preſident informs the Committee of his Intention to join the Army, and deſires the neceſſary Powers to conclude Peace.

"The Right Honble. the Preſident having acquainted the Committee, that he intends leaving Calcutta in a few Days, to take upon him the Command of the Army, and deſiring he may be intruſted with Power, in Conjunction with General Carnac, for concluding Peace with Shujah Dowla, and regulating the Company's Intereſts with the Country Powers;

"Ordered, That the neceſſary Powers, and the Committees Sentiments reſpecting the Terms of Pacification, be drawn out and conveyed to his Lordſhip in the Form of a Letter.

Powers granted.

"A Draft of the above Letter being prepared, read, and approved,

The above entered.

"Ordered, That a fair Copy be ſent to his Lordſhip, and the Letter entered after theſe Proceedings (*a*).

(Signed at the End of the Conſultation)
"Clive,
Wm B. Sumner,
H. Verelſt,
Fras Sykes."

Read, a further Extract from the ſame Conſultation as follows:

"To the Right Honble. Lord Clive, Preſident and Governor, &c.

"My Lord,

"We greatly approve your Reſolution to embrace the preſent favourable Opportunity for eſtabliſhing a general Peace, and effecting a cordial and laſting Friendſhip with the Country Powers. Theſe important Ends, ſo neceſſary to the Proſperity of the Company, will more effectually be anſwered by a perſonal Interview with Shuja Dowla and the other Chiefs, than from a Correſpondence carried on at this Diſtance, as many Circumſtances leading to a direct Knowledge of their real Sentiments will occur in the Courſe of your Conferences.—It is from a Conſideration of theſe Circumſtances, that we apprehend any particular Inſtructions to your Lordſhip will be unneceſſary; much muſt be left to thoſe who act upon the Spot, and we are happy in the Aſſurance, that your Lordſhip's perfect Acquaintance with, and Zeal for, the Company's Intereſt, will enable you to fulfil your moſt ſanguine Wiſhes.

"The Preliminary Articles, tranſmitted the 11th Inſtant to General Carnac, contain our general Senſe of the Terms which we ought to demand; and to reſtrain your Lordſhip to expreſs Inſtructions, would only ſerve to retard and embarraſs your Negociations.—We therefore empower your Lordſhip, in Conjunction with Brigadier General Carnac, to ſtipulate ſuch Conditions with Shuja Dowla, to form ſuch Connections with the Country Powers, and to purſue ſuch Means as you ſhall judge neceſſary to the Company's Intereſt, the public Welfare, and the obtaining a ſafe, honourable, advantageous, and laſting Peace (*b*)."

Read, from Book 175, the following Extract of a Letter from the Honble. the Court of Directors to Lord Clive, dated the 2d May, 1766, beginning at Page 733 of the ſame Book:

"To the Right Honble. Robert Lord Clive, Baron of Plaſſey, Knight of the Moſt Honble. Order of the Bath, Preſident and Governor of Fort William in Bengal.

"My Lord,

"Par. 1. The Admiral Stevens in a leaky Condition, at Liſbon, on the 31ſt March, from whence Capt. Griffin ſent all the Packets committed to his Care in One of the King's Packet Boats, which we received on the 19th of laſt Month.

"2. It gives us the utmoſt Pleaſure to obſerve by thoſe Diſpatches, with what Zeal and Indefatigableneſs (and which we have the higheſt Senſe of) your Lordſhip has purſued the true Intereſt of the Company in many Affairs of great Conſequence, more particularly in ſettling the Peace of the Country upon ſo advantageous a Footing, as well to the Company as all others con-

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(*a*) Vide Appendix, N° CCXXXIV.

(*b*) Vide Appendix, ibid.

cerned; and in detecting and laying open to our View, the general Corruption, Rapacity, and Oppreſſion of our Servants.

“ 3. The Stability of your Lordſhip's Plan with reſpect to our Poſſeſſions and Revenues, the Peace of the Country, and effecting a thorough Reformation in the exceſſive Abuſes and Negligence of our Servants, require Time and Ability to accompliſh. We cannot, therefore, but be under great Concern at the Notice your Lordſhip has given us of your Intentions to leave Bengal the End of this Year; but as the Intereſt of the Company depends upon your Lordſhip's perfecting what you have laid ſo good a Foundation for, it is our Intereſt and unanimous Requeſt, that you will continue another Seaſon in Bengal, the doing which will further add to the Honour and Reputation your Lordſhip has already moſt deſervedly acquired; and will lay a laſting Obligation upon the Company.

(Signed at the End)

“ J. Creſwicke,
J. Pardoe,
George Cuming,
Peter Du Cane jun^{r},
E. H. Cruttenden,
John Roberts,
George Wombwell,
John Harriſon,
Edw^{d} Wheler,
Jos^{s} Du Pré,
Luke Scrafton,
Geo. Dudley,
Tho^{s} Rous,
Rob. Jones,
John Stephenſon,
J. Purling,
Fred^{k} Pigou,
Hen^{y} Savage,
Tho^{s} Saunders,
Chriſt^{r} Baron,
F. W. Barrington,
Charles Chambers.”

Read, from Book 2, already delivered in, the following Extract of a Letter from the Court of Directors to Lord Clive, dated the 17th May 1766, beginning at Page 107 of the ſame Book.

“ My Lord,

“ 2. When we conſider the Penetration with which your Lordſhip at once diſcerned our true Intereſt in every Branch, the Rapidity with which you reſtored Peace, Order, and Tranquility, and the unbiaſſed Integrity that has governed all your Actions, we muſt congratulate your Lordſhip on being the happy Inſtrument of ſuch extenſive Bleſſings to thoſe Countries; and you have our ſincereſt Thanks for the great and important Advantages thereby obtained for the Company.”

Read, a further Extract from the ſame Letter, beginning at Page 112 of the ſame Book.

“ 10. We have not at preſent Time to enter into the thorough Examination of what your Lordſhip propoſes, reſpecting the eſtabliſhing of Rank and Precedence between our civil and military Servants. In our Letter of the 24th December, we determined that the Preſident and Council might delegate their Authority to any civil Servant they pleaſed; and every military Officer, be his Rank what it might, ſhould pay the ſame Obedience to the Orders of ſuch civil Servant as to thoſe of the Preſident and Council. It is not meant however that ſuch civil Servant is to controul the military Officer in the Execution of military Operations, which is his proper Department.

“ 11. We have the moſt perfect Senſe of your Lordſhip's Diſintereſtedneſs in every Part of your Conduct, and we ſhall not fail to repreſent this to the Proprietors, and ſhall at the ſame Time inform them of the many great Advantages your Lordſhip has obtained for the Company; but we fear, my Lord, paſt Experience will teach them, as it does us, that the Permanency of thoſe Advantages will depend much on your Lordſhip's continuing in India till you have ſeen the Regulations firmly eſtabliſhed, for the conducting theſe important Affairs; another Year's Experience and peaceable Enjoyment of our Acquiſitions might fix them on a Baſis, that would give Hopes they may be as laſting as they are great; and there is no Doubt, my Lord, but the general Voice of the Proprietors, indeed we may ſay of every Man who wiſhes well to his Country, will be to * join in our Requeſt that your Lordſhip will continue another Year in India. We are very ſorry of the Sacrifice we aſk your Lordſhip to make, in deſiring your Continuance another Year in Bengal, after the great Services you have rendered the Company, and the Difficulties you have paſſed through in accompliſhing them, under Circumſtances, in which your own Example has been the principal Means of reſtraining the general Rapaciouſneſs and Corruption which had brought our Affairs ſo near the Brink of Ruin. Theſe Services, my Lord, deſerve more than verbal Acknowledgements, and we have no Doubt that the Proprietors will concur with us in

* Sic in Orig

Opinion, that ſome ſolid and permanent Retribution, adequate to your great Merits, ſhould crown your Lordſhip's Labours and Succeſs.

“ We are, my Lord, your Lordſhips loving Friends,

Charles Chambers,
J. Pardoe,
Jos du Pré,
Tho^{s} Saunders,
George Cuming,
John Harriſon,
J. Purling,
John Roberts,
Peter Du Cane jun.
George Wombwell,
Rob. Jones,
Geo. Dudley,
Tho. Rous,
John Stephenſon,
Cha. Cutts,
Hen^{y} Savage,
Chriſt^{r} Baron,
Fred^{k} Pigou,
F. W. Barrington,
Edw^{d} Wheler,
Luke Scrafton,
E. H. Cruttenden.”

Read, from the ſame Book, the following Extract of a Letter from the Court of Directors to Lord Clive, dated the 21ſt November 1766, beginning at Page 302 of the ſame.

“ My Lord,

“ 7. We obſerve with great Pleaſure your Lordſhip's Intention of making the Tour of the Provinces. We perſuade ourſelves it will very much tend to conciliate the Minds of the People to our Adminiſtration, and will furniſh your Lordſhip with that local Knowledge and Experience, which is ſo neceſſary to underſtand the ſeparate Intereſt of each Province, and to form a Judgement of the Adminiſtration at the Capital.

(Signed at the End of the Letter)

“ J. Creſwicke,
E. H. Cruttenden,
George Cuming,
John Roberts,
J. Pardoe,
Peter Du Cane jun.
Luke Scrafton,
Charles Chambers,
F. W. Barrington,
Edw^{d} Wheler,
George Wombwell,
Geo. Dudley,
Tho^{s} Rous,
Rob. Jones,
Charles Cutts,
Fred^{k} Pigou,
Hen^{y} Savage,
J. Purling,
John Harriſon,
Chriſt^{r} Baron,
Tho^{s} Saunders,
Jos. du Pre.”

“ To the Right Honble. Robert Lord Clive, Baron of Plaſſey, Knight of the Moſt Honble. Order of the Bath, Preſident and Governor of Fort William in Bengal.”

Read, from the ſame Book, the following Extract of a Letter from the Court of Directors to the Preſident and Select Committee of Fort William, dated the 4th March 1767, beginning at Page 456 of the ſame.

“ Our Preſident, and Select Committee at Fort William in Bengal.

D^{o} Letter, Par. 12 & 13. “ 12. We aſſure ourſelves of great Advantages from Lord Clive's viſiting the Provinces. We are perſuaded his Lordſhip will have eſtabliſhed ſo good an Opinion of our Government, as will give great Permanency to our Affairs, and efface thoſe bad Impreſſions the Conduct of our Servants for ſome Years paſt may have made on the Minds of the People.

(Signed at the End)

“ We are, &c. your loving Friends,

Edw^{d} Wheler,
Jos. du Pré,
Cha. Cutts,
Luke Scrafton,
E. H. Cruttenden,
John Roberts,
J. Pardoe,
Hen^{y} Savage,
J. Purling,
Rob^{r} Jones,
Geo. Wombwell,
Geo. Dudley,
Tho^{s} Rous,
John Harriſon,
Fred^{k} Pigou,
F. W. Barrington,
Peter Du Cane jun^{r},
J. Creſwicke,
Charles Chambers,
George Cuming.”